

# AGENDA

## CITY COUNCIL MEETING

City of Junction City  
680 Greenwood Street  
Virtual Meeting

Tuesday, September 8, 2020  
6:30 p.m.

To help prevent the spread of COVID-19, the City of Junction City will be holding public meetings virtually. Everyone is encouraged to attend the meeting online or by phone. Written testimony can be submitted but must be submitted by 4:00 p.m. to the City Recorder on the date of the meeting. To email written testimony send to [kvodrup@ci.junction-city.or.us](mailto:kvodrup@ci.junction-city.or.us). For City updates and resources on COVID-19, visit [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov).

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(\*Estimated Time\*)

1. Call to Order and Pledge of Allegiance  
(*Mayor Crenshaw*)
2. Changes to the Agenda  
(*Mayor Crenshaw*)
3. Approval of Minutes – August [11](#) and [25](#), 2020  
(*Mayor Crenshaw*) **5 minutes**
4. Public Comment on Items not Listed on the Agenda  
(*Mayor Crenshaw*) **20 minutes**
5. [Water and Sewer Rates Resolutions](#)  
(*Director Kaping*) **10 minutes**
  - A. Public Comment
  - B. [Resolution No. 1](#) – A Resolution Establishing Water Rates for the City

of Junction City and Repealing Resolution No. 1212.

C. [Resolution No. 2](#) - A Resolution Establishing Sewer Rates and Charges for the City of Junction City and Repealing Resolution No. 1213.

6. [Budget Resolution for Oregon Coronavirus Relief Fund Grant](#) **5 minutes**  
(*Director Crocker*)
  - A. [Resolution No. 3](#) – An Appropriation Resolution for the Fiscal Year Commencing July 1, 2020 and Ending June 30, 2021, and Making Appropriations within the Community Development Revolving Loan Fund.
7. [Finance Management, Utility Billing, and HR Software RFP](#) **10 minutes**  
(*Director Crocker*)
8. [Oregon Public Works Cooperative Assistance Agreement](#) **10 minutes**  
(*Director Kaping*)
9. [Purchase of a Truck from Lane County Auction](#) **5 minutes**  
(*Director Kaping*)
10. [Purchase of a Truck/SUV from Lane County Auction](#) **5 minutes**  
(*Director Kaping*)
11. [Phone System Replacement Project](#) **10 minutes**  
(*Administrator Knope*)
12. [Business Pandemic Impact Support Program Update](#) **5 minutes**  
(*Administrator Knope*)
13. Councilor Comments/Questions **10 minutes**
14. Mayor’s Comments **5 minutes**
15. Adjournment

(Estimated End Time 8:10 p.m.)

The City Council for the City of Junction City, met in regular session at 6:30 p.m. on Tuesday, August 11, 2020, in a virtual meeting format via internet and phone.

**PRESENT:** Mayor, Mark Crenshaw; Councilors Sandie Thomas, Robert Stott, Andrea Ceniga, John Gambee, Dale Rowe and Bill DiMarco; City Administrator, Jason Knope; City Attorney, Carrie Connelly; Public Works Superintendent, Jeremy Tracer; Finance Director, Mike Crocker; Planning Technician, Tere Andrews; and City Recorder, Kitty Vodrup.

**1. Call to Order and Pledge of Allegiance**

Mayor Crenshaw called the meeting to order at 6:31 p.m. and led the Pledge of Allegiance.

**2. Changes to the Agenda**

Add Staff Reports before Councilor Comments.

**3. Approval of Minutes – July 14 and 28, 2020**

**MOTION:** Councilor Rowe made a motion to approve the July 14 and 28, 2020 minutes. The motion was seconded by Councilor Thomas and passed by unanimous vote of the Council.

**4. Public Comment on Items not Listed on the Agenda**

None.

**5. Mobile Food Unit (Food Cart/Trucks)**

Planning Technician Tere Andrews stated that before the Council was a request to initiate a text amendment to the zoning code, specifically Sections 17.30.030 Central Commercial zoning and 17.35.020 General Commercial zoning. The proposal would permit mobile food units or food carts/trucks in the General Commercial and Central Commercial zones under a Conditional Use Permit process. The related City policies would be JCMC 17.145.010 Authorization to Initiate an Amendment, which permits the City Council to initiate an amendment to the zoning code.

Councilor Rowe asked for clarification on how this would work once this was zoned for food trucks and would the Planning Commission set special requirements for the food truck vendors, such as dealing with gray water. Technician Andrews responded that as shown in the attachments to the AIS (Agenda Item Summary), a Conditional Use Permit would require application and that application would go to the Planning Commission at a public hearing to provide an opportunity for public input as well as the applicant showing how they would meet the zoning, Public Works Design Standard requirements, if applicable, and any other zoning code requirement that may apply to their proposal.

Councilor Rowe asked if it would come back through Council. Technician Andrews responded that it would not and that the Planning Commission would be the decision maker in a Conditional Use Process.

Councilor Rowe noted that they already had a very successful model for food trucks in town and asked if they would be grandfathered in under this or would they have to reapply and start over again. Technician Andrews responded that would be a decision that the Council would probably want to take under discussion and was not covered under the AIS before the Council this evening.

Councilor Thomas asked if the health restrictions and requirements would go through Lane County and not the City. Technician Andrews responded that was correct and that would go through Lane County.

Councilor DiMarco asked if there would be any new criteria attached to this kind of Conditional use or would they just be going with the design standards that already existed elsewhere in the code. Technician Andrews responded that as presented this evening, it would be covered under code that already existed. One of the criteria that an application would have to meet was, “the proposed use will prove or can be made to be through imposing conditions reasonably compatible with the surrounding properties.” She noted that this was pretty broad language because it was intended for lots of different applications, but they could certainly look at adding additional criteria to a future proposal for a code amendment.

Councilor DiMarco stated mobile units were not permitted in any zone right now without a Temporary Use Permit, which the City granted to the Beer Station. When this first came up a few years ago, they talked about creating a framework for this particular use because there was concern among the existing restaurants on how this would play out if it were kind of a broad experiment where it was broadly interpreted by the Planning Commission without any adjustment to the code. He wanted to flag that there were concerns and noted that there could be more comfort in the Planning Commission not having to reinvent the wheel every time an application came before them and businesses would not have to come out in force every time to oppose having random food carts from Eugene coming out and setting up for a week next to them, etc. He did not know if anyone wanted to think about possibly creating some customized code to fit this use or just embark on it without doing that.

Technician Andrews responded that there was a \$650 application fee for the Conditional Use Permit process and there were design standards within the code under both General and Central Commercial that would need to be included with the application. She cited an example that under the R1 section of the zoning code for Manufactured Homes, there was specific criteria that they would be permitted as long as they met those specific criteria and asked if that was what Councilor DiMarco was thinking about having in the City's code.

Councilor DiMarco responded sort of, but he was not sure if food carts could even meet those standards or if those general standards for the zones really addressed what they were trying to enable for a small food cart that was not necessarily permanent. Existing code might encourage some more permanent long term situations and he did not know if that was really going to satisfy the original need or limit how many places or spots that could accommodate those standards. When this first came up, they talked about more fine tuning of the code might be necessary to make it turn out for what people wanted, which was some variety to come into town but not to hurt the existing businesses. He did not know if changing the code to allow the use and then going forward and seeing how that worked out would be good. He noted that he appreciated the discussion and just thought the discussion was merited. He was not advocating one way or the other. In the past, they were going to try and look at other cities and see how they were handling this.

Technician Andrews responded that she would be happy to gather additional information and bring that back here or wherever directed.

Councilor Rowe referred to his question about whether the Council felt that they would grandfather in the Beer Station or whether they would have to start again. He noted that his question might be premature at this point and Councilor DiMarco might be right that they needed to fine tune their end point and take back to Committee to present a little clearer pictures of what they were doing to Council. He noted that he would like a little direction from the rest of the Council.

Mayor Crenshaw stated that they should ask the question more specifically about where they were in the process and then answer Councilor Rowe's question at a later point. He asked if Attorney Connelly or Administrator Knope could explain what the decision was that they were being asked to make tonight and where they were actually at in that process.

Attorney Connelly responded that she had not been involved with this process, but what she was understanding from various Councilors was if the Council wanted to initiate this amendment process, what exactly were they asking staff to bring back as the amendment to the Planning Commission. She thought everybody understood this was going to go through a honing, fine tuning process through public hearings in front of the Planning Commission and the Council, if it were initiated. She was hearing that they did not want to just provide no direction, to just say yes we want food carts and instead they wanted to be able to say here is what we want for food carts, now start that amendment process. She noted that she could be wrong, but that was what she was hearing.

Administrator Knope added that he would not disagree with what Attorney Connelly had said and basically they were coming to Council to ask permission to begin the process on the City's behalf. If given the nod tonight, they would begin the text amendment process and work from there.

Mayor Crenshaw stated that attached to the AIS was Attachment A that included draft changes to the code highlighted in red which simply added mobile food units to the list in

both zones. What he was hearing in response to the previous question was that after they initiated that process, they may be inserting additional language to consider for that final draft. He asked if that was accurate. Councilor Rowe responded that was how he would interpret that.

Mayor Crenshaw asked Councilor Rowe about answering his question on whether the Council intended to allow past practice to exist in an established institution or facility. Councilor Rowe responded that he thought his question was premature and would be answered after they went through the process. He more clearly understood what they were doing tonight, after Attorney Connelly's comments and he thanked her for that.

Councilor DiMarco noted that they were being asked to approve this by motion and asked if they were specifically approving the highlighted text in the code that the Mayor had referred to. When they were looking at this before, the planner at the time was working up the specific code and that planner seemed to feel it was pretty complex and was going to be a new code, not just allowing the use and initiating. The way the suggested motion was written, they could be initiating the changes and approving the two highlights to be brought back via ordinance; he did not think that was staff's intention, but he was not understanding the process here.

Mayor Crenshaw stated that as he read the suggested motion, it simply gave direction to staff to move forward. Many times in the past, they had given direction to staff with simply a consensus and not put it in an official vote. He asked Attorney Connelly to respond on how this circumstance might be different.

Attorney Connelly responded that the staff report referenced related City policies in the City's code regarding Authorization to Initiate Amendments; the process to amend the City's code could be initiated by the Council, the Planning Commission, or a property owner. So staff wanted to be really clear about this amendment being initiated by the Council and the easiest way for them to document that was by Council motion.

Mayor Crenshaw asked Councilor DiMarco if that satisfied his question.

Councilor DiMarco responded that it helped refine it. He understood that part and the history of that, yet he thought the different options gave them the chance tonight to provide feedback about drafting amendments and having additional research. If the attachments had not been included, then he would be thrilled to vote for a motion to initiate a text amendment to deal with food carts because they had been wanting to do that for several years. He thought the other things that were hanging on this could make this confusing in the future. The Council options kind of suggested that tonight was an opportunity to provide feedback if they wanted more or different types of amendments other than what was highlighted or to request that staff do additional research and bring back information.

Mayor Crenshaw stated that the process was the necessity of the Council demonstrating that it was this body that was initiating the work to be done on the text amendment. The steps to come would include public hearings that would shape the final draft of these documents. He did not believe at all that there was any language that was being approved within the draft of the attachments as shown here. The highlighted portions were simply an illustration of where these items would fit into the code. His interpretation of what they were being asked to do tonight was say whether or not the Council was interested in including mobile food carts as businesses that could operate under these codes and if it was then it was time to move forward with the rest of the process in developing that language.

Mayor Crenshaw asked if there were any public comments. There were none.

Councilor Ceniga stated that she was a little confused on what she read in the packet and what she was hearing tonight. She supported having food trucks, but wanted to make sure that going forward they did not make mistakes by not having proper language in the code on food trucks, similar to what the cities of Eugene and Springfield did with the marijuana shops, which basically allowed them to come in on every corner, building next to building next to building. She did not want to hurt their small businesses, but at the same time she did want to have food trucks. She thought it was important to have clear verbiage on how many they could have in the City at any given time or how far apart, etc. so they did not have so many that they put each other or the small businesses out of business.

Mayor Crenshaw asked Councilor Ceniga if she saw that the opportunity for that input and including language that did protect those interests would come at a later portion of this overall process and that tonight's action was simply to initiate that process. Councilor Ceniga responded that it was made a lot clearer tonight and she would like to move forward with trying to come up with a good clear plan of how they wanted to go about this.

Councilor Rowe thanked Councilor Ceniga for her comments. As he understood it, the suggested motion was simply to initiate the text amendments to the City's code. He asked for more information on the process and if it would go back to Planning Commission or Committee. He asked if the Council would be given more opportunities to revise this.

Attorney Connelly responded that this was a legislative amendment, which under the City's Code, gave a minimum of two public hearing opportunities – one in front of the Planning Commission and one in front of the Council. While it would not necessarily go back to a Council Committee, it would go to the Planning Commission who would look at this and take testimony; they would direct staff to modify proposed text amendments until it got to a point that they thought it addressed City and constituent concerns, at which point the Council would hold one or more hearings to hear from affected business owners and potential applicants. The Council could then continue to craft language that they thought addressed interests and testimony that was being provided. At the very end of that, with at least two hearings and possibly more hearings process, then the ordinance encapsulating the Council's directed code language would be brought back to the Council in the form of an ordinance for adoption and then at that point the Council would amend the code.

Councilor Rowe thanked Attorney Connelly for clarifying that, as that made a great deal of difference.

Councilor DiMarco stated that the burden of crafting the language was falling on the public body in session to be planners and they were taking a different approach than they did three or four years ago when they acknowledged there were a lot of concerns in the community and they needed to craft language that the current code would not address. He thought there would be some preliminary work that could happen in a Council Committee or Council Work Session to try and figure out what they were trying to attract, look at the City's current code, and get some examples of what other communities were doing. He added that he would vote to move this forward but was just warning that he thought they were doing this the hard way.

**MOTION:** Councilor Rowe made a motion to initiate text amendments to Junction City Municipal Code Sections 17.30.030 and 17.35.020 to permit Mobile Food Units as Conditional Uses in the Central and General Commercial zoning districts. The motion was seconded by Councilor Thomas and passed by unanimous vote of the Council.

#### **6. Oregon Coronavirus Relief Fund Grant Agreement Update**

Director Crocker stated that this agreement was approved by the Council on June 23<sup>rd</sup>, and at that time it was stated that there would be an amendment to the agreement when the City submitted the second application for funds. The City originally applied in the 1<sup>st</sup> round for \$101,746 and that was received at the end of June. The 2<sup>nd</sup> application was for the period of May 16<sup>th</sup> to June 30<sup>th</sup>, and the request was for \$181,372, which would bring the City to their total allotted amount of \$283,118. The only changes to the agreement were in Section 6, which included changing the reference to the maximum amount of \$283,118 that the City was able to receive at this time.

Mayor Crenshaw asked if there were any public comments. There were none.

**MOTION:** Councilor Stott made a motion to accept the State of Oregon updated grant agreement for CARES Act funding and authorize the City Administrator to sign the necessary documents. The motion was seconded by Councilor Ceniga and passed by unanimous vote of the Council.

#### **7. Intergovernmental Agreement – Klamath County**

Superintendent Tracer presented the Intergovernmental Agreement to have the City of Junction City provide A Level Electrical Inspections and A Level Electrical Plan Review for Klamath County with inspections done virtually at a rate of \$70 per hour with a half hour minimum. Klamath County reached out to City staff to ask if the City would provide these

services. The Public Works Committee reviewed on July 3<sup>rd</sup> and requested that this go to Council for final approval. Legal Counsel reviewed the contract and made some modifications that Klamath County was fine with. It was noted that in the event a virtual inspection was done and something was wrong, Klamath County would accept liability.

Mayor Crenshaw stated that he saw this contract as a way for Junction City to lend its expertise to this other governmental agency, with minimal impact to the City of Junction City at fair compensation for its time. He asked for the motion to be clarified to indicate that they were approving the agreement before them.

**MOTION:** Councilor Rowe made a motion to enter into an Intergovernmental Agreement for Building Inspection Services with Klamath County as presented for A Level Electrical Inspections and A Level Electrical Plan Review services and authorize the Public Works Director to sign the necessary documents. The motion was seconded by Councilor DiMarco and passed by unanimous vote of the Council.

#### 8. Purchase of a Roller

Superintendent Tracer presented the request to purchase a 2014 roller for the Projects Crew to use for compaction of rock and asphalt on top of water and sewer line repairs. Staff followed the City's Procurement rules and received 3 bids. This equipment purchase was in the budget and would be funded out of Water and Sewer Capital Projects Funds. The Public Works Committee reviewed on August 3<sup>rd</sup> and requested that it go to Council for final approval.

It was noted that purchasing this roller would save money on future expenses, as renting a roller was roughly \$2,000 a week.

**MOTION:** Councilor Rowe made a motion to approve the purchase of a roller from Herc Rental for \$20,700 and authorize the Public Works Director to sign the necessary documents. The motion was seconded by Councilor Stott and passed by unanimous vote of the Council.

#### 9. Purchase of a Metal Building

Administrator Knope presented the request to purchase a prefab metal building kit that would be placed at the north end of the Public Works yard at 1395 Elm. The building would be used as a workspace for the Projects Crew and store needed water, sewer, and street supplies and equipment. Public Work staff would be assembling the building. Additional costs for cement and wiring would be around \$10,000 and Public Works staff would also be doing that work. Staff followed procurement rules and two bids were received. The building would also replace storage space that was now being used for Citywide computer systems, and the Administration department had set aside \$25,000 in the budget to fund this purchase. It was noted that the life expectancy of the building was at least 50 years with proper maintenance, and steel prices would only continue to rise in the future.

Councilor Thomas stated that they had talked about tightening their belts and had just spent \$20,000 on a roller and were now looking at a building.

Mayor Crenshaw asked if there were any public comments. There were none.

**Motion:** Councilor Stott made a motion to approve the purchase of a metal building from the Steel Factory for \$23,396 and authorize the Public Works Director to sign the necessary documents. The motion was seconded by Councilor Ceniga and passed by a vote of 5 to 1 with Councilors Stott, Ceniga, Gambee, Rowe, and DiMarco voting in favor and Councilor Thomas voting against.

#### 10. Business Pandemic Impact Support Program Update

Councilor Gambee recused himself from this discussion.

Administrator Knope reviewed that there was still a lot of interest in the program and a few non-profit groups had applied. The City had awarded 82 grants of just over \$122,000 to date this fiscal year, and in total the City had awarded grants to 78 approved businesses. There was currently a little over \$92,000 left in appropriations for this fiscal year, which would be used within the next 4 to 6 weeks.

Administrator Knope asked if the Council would like to consider allocating \$168,000 of the \$181,000 of the Oregon Coronavirus Relief Fund Grant that the City received towards the Business Pandemic Impact Support program. The Council consensus was in favor of doing that and having staff bring back a resolution.

#### 11. Staff Reports

Superintendent Tracer reported: Public Works recently finished up the Laurel Park parking area project and were working on maintenance projects. They were also finishing up the Water Quality installation and roughly 80% had been installed.

Councilor Thomas stated that Laurel Park looked really nice and the cameras were doing a good job.

Councilor DiMarco noted that the park looked very sharp and it made a big difference down there.

Administrator Knope stated that he wanted to let the Council know that he would be bringing back a proposal for Council consideration on a piece of real estate on Holly Street that could be a benefit to the City and community. Bushnell University had shown some interest in the property and staff would be working with them on a potential partnership. Councilor DiMarco noted that he had become aware of this opportunity and brought it to Administrator Knope. The actual parcel was one that Mary Pitney donated 50 years ago, intending to build a museum. Councilor DiMarco added that he felt there could be a benefit for the City and community through partnering opportunities, and possibly not cost the City anything; his intent was that this not have a budget impact to the City for the essential bottom line.

#### 12. Councilor Comments/Questions

Councilor Thomas stated that they needed to tighten their belts and be aware until the pandemic was over, because it was lasting a whole lot longer than anticipated. She added that they needed to be cautious.

Councilor Gambie stated that he loved it when Public Works and other organizations in town said they had funds set aside for projects that they had planned for. He tipped his hat to the gentlemen and hardworking ladies on staff for doing that, both with the roller and the metal building. He added that there were so many examples over the years of City staff doing a great job with saving money and improving the services in town, and he thanked staff for that.

Councilor DiMarco thanked the Council for the detailed discussion on the food trucks. He continued that as Councilor Thomas had noted, this pandemic would last awhile as far as it's impact to our businesses, and he thought they would want to make sure that the adjustment to the code to allow food trucks did not add another burden to local businesses.

#### 13. Mayor's Comments

Mayor Crenshaw reminded everyone what time of year it was and what that meant to the City of Junction City that they would usually be seeing the downtown area closed and a bunch of volunteers working diligently to prepare for the Scandinavian Festival which brought a lot of identity to our town. Happily, there were some of those volunteers who figured out a way to recognize tradition, even though they were not having a live event. They spent quite a bit of time recording images and sounds bites from things that you might have been used to seeing at this time of year, and he encouraged everyone to seek those out on You Tube and enjoy the fun that the those people were wanting to share with everyone. He expressed appreciation to those volunteers.

#### 14. Adjournment

As there was no further business, the meeting was adjourned at 8:18 p.m.

ATTEST:

APPROVED:

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Kitty Vodrup, City Recorder

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Mark Crenshaw, Mayor

The City Council for the City of Junction City, met in regular session at 6:30 p.m. on Tuesday, August 25, 2020, in a virtual meeting format via internet and phone.

**PRESENT:** Mayor, Mark Crenshaw; Councilors Sandie Thomas, Robert Stott, Andrea Ceniga, Dale Rowe, and Bill DiMarco; **Absent:** Councilor John Gамbee; City Administrator, Jason Knope; Public Works Superintendent, Jeremy Tracer; and City Recorder, Kitty Vodrup.

**1. Call to Order and Pledge of Allegiance**

Mayor Crenshaw called the meeting to order at 6:31 p.m. and led the Pledge of Allegiance.

**2. Changes to the Agenda**

None.

**3. Reserve Park Engineering**

Superintendent Tracer presented the request for the Council to consider engineering of a proposed park in the Reserve Subdivision. Public Works staff met with Reserve HOA representatives to find out what they wanted in a park, and a conceptual parks plan was finalized. The next step would be to have HBH Engineering do the design and construction services in the amount of \$20,026, which would be paid from the Parks SDC (System Development Charge) Fund. Attached to the AIS (Agenda Item Summary) was the conceptual drawing, engineer's estimate on the cost of the park, and the scope of work for the engineer, which included engineering, surveying, and the bid process.

Councilor Thomas asked if this park was something that was promised to those residents when those houses were built. Administrator Knope responded that there was some confusion when the Reserve first went in on what was going in over there; there was a 15 acre parcel there for a much larger park at some point in the future. Building a smaller park was similar to what the City had done in Raintree where the bigger park development was on hold; the smaller park would serve the needs of residents and could then be incorporated into a larger park design in the future.

Mayor Crenshaw noted that citizens did come to meetings and say they were promised a park. He asked if this was something the HOA had promised citizens. Administrator Knope responded that he had not heard that the HOA had made any promises but was told that sales representatives had made statements when they were trying to sell lots.

Mayor Crenshaw stated that this definitely fit within the City's Parks Master Plan and having parks in the City was in the best interest of the City overall.

Councilor Rowe asked where the park would be located, in reference to streets. Superintendent Tracer responded that you would access the park by turning off of 15<sup>th</sup> Street onto Alderdale, and the park would be located at the north end of Alderdale.

Councilor Rowe asked if this would abut the Native American land that was part of this development. Superintendent Tracer responded that was correct.

Mayor Crenshaw asked if there were any public comments. There were none.

Mayor Crenshaw noted that the cost estimate for the completed park as drawn in the conceptual design was \$185,843. Superintendent Tracer responded that was correct.

Mayor Crenshaw noted that two of the largest expenses were Item 15 Playground Equipment and Item 18 Sidewalk and Basketball Court, and he asked if the citizens had wanted those. Administrator Knope responded that the HOA had communicated that they wanted those things, and there were currently a number of roll around hoops in that neighborhood. Mayor Crenshaw stated that he could see the value in getting those things off the street and encouraging use of a basketball court.

Superintendent Tracer stated that when staff met with the HOA, they expressed that they wanted lots of open space and a basketball court, but he would be happy to look at other options if the Council would like. Mayor Crenshaw responded that the basketball court looked like it took 40% of the open space, so he was not 100% sure that size would be in the best interest of the citizens there.

Councilor Ceniga noted that Item 9 Water Fountain would not be included in the parks design. Superintendent Tracer responded that was correct and the HOA had requested that be removed.

Councilor Ceniga asked if they could leave Number 7 Picnic Tables and Number 8 Park Benches out and then if community members wanted to donate those to the City, the items could be put in the park. Superintendent Tracer responded that this was something they definitely could consider. He added that Public Works had made a bench in front of the Community Center and it turned out nice and was substantially cheaper than \$800, so there were other options there for sure.

Mayor Crenshaw noted that his comment and Councilor Ceniga's suggestions could be communicated to the HBH Engineering to give them more specifics on what the Council would want to see in the park. He invited Council comments on other suggestions to consider.

Councilor Thomas asked if this should be sent back to Committee. Mayor Crenshaw responded that he did not think it needed to go there. He noted there was a sample motion in the AIS which directed staff to make the expenditure and he thought it would be nice to give staff some additional information on what the Council would want the engineers to do.

Councilor DiMarco noted that this was a small park and he hoped that there would be future development in that western area to include walking trails, a fairgrounds and parking lot concept, etc. He added that the Mayor had brought up the point about the basketball court and he wondered if the HOA representatives had talked to all the residents on what they wanted for this small park, including moms and dads of smaller kids who might want more of a grassy area and more picnic tables. Administrator Knope responded that the HOA representatives provided comments and kicked around ideas amongst themselves for a couple of months; they then came back to staff and shared what they wanted to see, which was the drawing before the Council.

Councilor Ceniga stated that when this first started, the feedback she heard from the HOA was they wanted to make this park area accommodate the needs of multiple ages, so that was why it included a playground structure for younger kids, a basketball court for older kids, a walking trail for those that wanted to walk, along with benches, picnic tables, and the potential for a dog park or frisbee/disk golf in the future. She asked if that had changed. Administrator Knope and Superintendent Tracer responded that it had not.

Mayor Crenshaw stated that it sounded like staff had done their due diligence in investigating what the citizens desired in that area and the conceptual drawing touched on those elements, with the exception of the walking path or potential disk golf. He noted that there was not enough room for disk golf now but that could be expanded into the parks area at a later phase. The direction he was going was potentially asking the engineers to throw a couple of options in with the proposal.

Councilor Thomas asked if this was something they should go forward with now, since the pandemic was still occurring. Mayor Crenshaw responded that this was only one step in the process for the engineer to design the park and have drawings ready to go for the \$20,026 expenditure. The bigger expense would be considered by the Council at a later date for finally installing the park.

Councilor Thomas asked what the \$20,026 would include. Administrator Knope responded the engineer would put together the actual construction bid documents and drawings that a vendor would then bid on. Due to the type of improvement and dollar amount, this would go through the formal Request for Proposal (RFP) process according to the City's procurement rules. The \$20,026 would get the City through that process and then if the City decided to move forward with the project, it would also give the City some inspection services from HBH during the project.

**MOTION:** Councilor DiMarco made a motion to approve HBH Engineering to engineer the project and put the Reserve Park out to bid in the amount not to exceed \$20,026 and authorize the Public Works Director to sign any necessary documents. The motion was seconded by Councilor Ceniga.

Mayor Crenshaw noted that the motion included HBH Engineering designing the park and putting this out to bid. He wondered if that would prevent what he was hoping for that the engineer would come back with potential options like Councilor Ceniga had mentioned on omitting certain fixtures or Superintendent Tracer's idea on Public Works doing some work in house for cost savings. Administrator Knope responded that the next step would be to go out to bid as part of this approval; however, staff had heard all the requests and would direct the engineer to make those things additive alternatives to the bidding process, which would allow the Council to pick and choose what it wanted when it did go to award the project.

Mayor Crenshaw responded that was an excellent maneuver and in the best interest of their citizens in that this would be less delayed in moving forward. He hoped that at the time that the bids did come in and the Council saw the options, that they received plenty of public participation, especially from the residents of that area, to help the Council make its final decision.

**VOTE:** The motion passed by unanimous vote of the Council.

#### **4. Property Purchase Discussion**

Administrator Knope stated that at the last meeting, he had made the Council aware of a property that Councilor DiMarco had brought to his attention and this was before the Council to see if there was interest on the City's part in exploring the possibility of purchasing this property. He noted that the property was at 350 Holly Street and was the former MTM Communications building.

Councilor DiMarco noted that he was not advocating for purchase but wanted to bring it to the Council for discussion, as it was a unique opportunity. He provided the history of the property and noted that it was zoned commercial and included wiring with major bandwidths and fiber, office and classroom spaces, a backup generator, and potential for rental and leasing opportunities for the City and community. It could also serve as a backup server room/data service center for the City. The idea would be that rental or lease fees would cover the cost of the purchase.

Councilor DiMarco added that Bushnell University (formally Northwest Christian University) had expressed interest in a potential partnership with the City for classroom space and internships. Mr. Bushnell built the Pitney House, the first grain elevator and water tower, and the Opera House in Junction City. The Historical Society was currently partnering with Bushnell University on various projects.

Mayor Crenshaw stated that it was the onus of the Council to consider any possibilities that could potentially benefit the City. Discussion followed and comments included: Current asking price was \$250,000; what were the data service back up needs; that existing construction would not have to meet current earthquake code standards but new construction would; some polled citizens on social media were not in favor of this purchase; was not sure if the building was handicap accessible; the cart was before the horse as the City did not have a long range building expansion or facilities plan; this was a want versus a need; COVID budgetary concerns; the City could take an interfund loan from the City budget for purchase; the building only had 1600 square feet and might not be large enough to accommodate needs; the building was in a bad location being next to the railroad and in a petty crime area; would rather develop something on City owned property like where the Q Hut was; and would not be opposed to seeing options.

Mayor Crenshaw noted that after hearing comments, the majority of the Council would prefer to pass on this particular situation, but the one positive that came out of this discussion was the need to identify a short or long range facilities plan.

Councilor DiMarco noted that there could be a future potential for the City to lease space in that building. Mayor Crenshaw responded that if that opportunity came up, Administrator Knope would make the Council aware of that opportunity, just as he did with this item. Councilor DiMarco expressed his agreement.

Mayor Crenshaw stated that he wanted the Council to encourage Administrator Knope to spend a little bit of time over the next year to present what the needs of the City may be such as having an alternate data storage location and those types of things. That way when an opportunity came up in the future, they would be more prepared to act. Administrator

Knobe responded that based on the conversation, he felt he already had the direction that he needed and would provide that information to the Council in the very near future.

Mayor Crenshaw asked for clarification that there were no Council objections to giving Administrator Knobe direction to work on identifying the City's needs for its facilities and such improvements. There were none.

Councilor Rowe noted that the Public Works Committee would be meeting on Monday, August 31<sup>st</sup>, as their standing September meeting was on Labor Day.

Mayor Crenshaw thanked the citizens who listened in on the meeting. He noted that there was nothing to talk about from the public's point of view on item Number 4; however, after Administrator Knobe presented the facilities improvement plan, public comments would be more valid at that time.

**5. Adjournment**

As there was no further business, the meeting was adjourned at 7:58 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kitty Vodrup, City Recorder

\_\_\_\_\_  
Mark Crenshaw, Mayor

# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



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## Water and Sewer Rates Resolutions

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Meeting Date: September 8, 2020  
Department: Public Works  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 5  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

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### ISSUE STATEMENT

This is a request for the Council to review and approve the resolutions for the rate study.

### BACKGROUND

In June of 2018 the City selected SCS engineering to do a rate study for the water, sewer, and sanitation departments. SCS and Staff have worked together on the rate study to come up with what we think is the best option for the City.

Staff has had SCS Engineering come and present the rate study results and options to the Council at the October and December council meetings. During the December meeting SCS presented two different options, one was to use a teared structure and the other was a fixed percentage. The Councils direction to staff was to move forward with the fixed percentage and complete the study.

Staff received the final report for the rate study and presented it at the January Council meeting. Staff was asked to bring this back to council for two public meetings one was held on 3-12-19 and the second to be held on April 9, 2019 at the regular Council meeting. At the April 9, 2019 meeting the Council was unanimous on moving forward with the resolutions for the new rates. Council approved Resolution No. 1212 for Water Rates and Resolution No. 1213 for Sewer Rates on May 14, 2019

The rate increase for an average residential customer will be approximately \$3.55 for water and \$2.39 for sewer per month. These rate increases are necessary to keep up with current service levels, water and sewer master plan projects, and the sewer treatment plant upgrade that is currently being worked on.

These rate increases were included in the 20-21 budget that was passed in June.

The resolutions are attached for you.

Staff is recommending that the Council approve the resolutions.

### COMMITTEE REVIEW

The Public Works Committee reviewed this report on August 31<sup>st</sup>, 2020 and recommended forwarding this to Council for final approval.

## **RELATED CITY POLICIES**

- None

## **LEGAL REVIEW**

This item was reviewed as a part of the packet.

## **CITY ADMINISTRATOR'S COMMENT**

Provide direction to staff as how the Council would like to proceed.

## **COUNCIL OPTIONS**

The Council can, at its pleasure:

- Adopt the resolutions, **Motion: "I make a motion to approve Resolutions No. 1 and 2."**
- Provide staff with other direction
- Deny the request

## **ATTACHMENTS**

- 1) SCS Rate Study Recommendations
- 2) Water Resolution No. 1
- 3) Sewer Resolution No. 2

## **FOR MORE INFORMATION**

Staff Contact: Gary Kaping, Public Works Director  
Telephone: 541-998-3125  
Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)

## 6.0 RECOMMENDATIONS

Based upon the results of the study described herein, we recommend the following:

- The City's current rates are not sufficient to fund all of its ongoing operations, capital, and reserve requirements. Therefore, a long-term financial management plan was developed for each utility. The five-year plan of recommended rate adjustments is shown in the table below. As noted herein, the recommended rate plans assume that the projected development of about 800 units will begin to materialize during the projection period and that some of these units will begin to receive utility service and pay system development fees. The City may need to update the financial management plans for the utilities if development occurs differently than projected.

### Recommended Rate Adjustments

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Water	6.50%	6.50%	6.50%	6.50%	2.00%
Sewer	5.00%	5.00%	5.00%	5.00%	5.00%
Sanitation	2.50%	0.00%	0.00%	0.00%	0.00%

- While each Utility's rates generally conform to accepted industry practices, we do recommend a few modifications to enhance its conformance while satisfying the other identified objectives.
  - Update the base facility charges by meter size for Water and Sewer to more closely align with the American Water Works Association (AWWA) meter equivalency factors.
  - Update the uniform rate for Water and Sewer customers to reflect the current cost of providing water service.
  - The City should implement the recommended rate adjustment shown above and continue to refine the allocation of costs to collection and disposal functions and to the City's various service classes and use this to inform future rate updates.

# Resolution No. 1

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ESTABLISHING WATER RATES FOR THE CITY OF JUNCTION CITY AND REPEALING RESOLUTION NO. 1212.

WHEREAS, Junction City Municipal Code 13.05 authorizes the City Council to establish rates and charges associated with the City's municipal water system by resolution; and

WHEREAS, the water rates and charges on Exhibit A attached hereto more effectively cover the City's cost of providing water services including operations, maintenance, capital, facilities, and any future debt service; and

WHEREAS, pursuant to ORS 294.160, at its meeting on September 8, 2020, the City Council provided an opportunity for interested persons to comment on the enactment of this Resolution and its proposed rate changes; now, therefore

THE CITY OF JUNCTION CITY DOES RESOLVE AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted as findings of fact supporting the adoption of the rates, fees, and charges set forth on Exhibit A to this Resolution.

Section 2. Rates and Charges. The schedules on the attached Exhibit A are hereby adopted to establish the rates, fees, and charges for municipal water system services by the City of Junction City.

Section 3. Repealing Clause. Resolution No. 1212 is hereby repealed.

Section 4. Effective Date. Whereas the rates and charges authorized for the services set forth in this Resolution are necessary to preserve the financial integrity of the City of Junction City, this Resolution shall take full force and effect as of September 20, 2020.

Passed by the City Council this 8<sup>th</sup> day of September, 2020

Approved by the Mayor this 8<sup>th</sup> day of September, 2020.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kitty Vodrup, City Recorder

\_\_\_\_\_  
Mark Crenshaw, Mayor

**Residential Water Service – Individual Meters  
Schedule 1**

**Application:** This Schedule 1 applies to all single family residential houses, apartment units, duplexes, and multi-family residential units within the city limits of Junction City where service is furnished through a separate meter for each residential unit.

**Base Rate:** The base rate will be charged to each residential unit for each billing cycle for which water service is provided. The base rate will be charged on a per day basis if service is not provided for an entire billing cycle. The base rate will not include any water usage. The meter size for each unit will be used to determine the amount of the base rate as shown below.

Meter Size in Inches	Rate in Dollars
1/2	10.93
5/8	10.93
1	27.31
1 1/2	54.61
2	87.37
3	163.90

**Usage Rate:** A usage rate will be charged for each whole unit of water used. A unit is equal to 100 cubic feet. The rate will be \$2.78 per 100 cubic feet.

**Surcharge:** There will no longer be a separate surcharge to users of the City's water system; however, portions of the revenue generated will be used to pay for or finance capital projects and purchases on an as needed basis.

**Commercial Water Service  
Schedule 2**

**Application:** This Schedule 2 applies to all commercial accounts within the city limits of Junction City. Commercial accounts include industrial and mercantile establishments; stores; offices; public buildings not otherwise classified; public and private hospitals; schools; churches; mercantile and industrial establishments combined with residential units, except those residential units that are separately metered.

**Base Rate:** The base rate will be charged to each commercial unit for each billing cycle for which water service is provided. The base rate will be charged on a per day basis if service is not provided for an entire billing cycle. The base rate will not include any water usage. The meter size for each unit will be used to determine the amount of the base rate as shown below.

Meter Size in Inches	Rate in Dollars
1/2	10.93
5/8	10.93
1	27.31
1 1/2	54.61
2	87.37
3	163.83
4	273.04
6	546.10
8	873.76
10	1256.00

**Usage Rate:** A usage rate will be charged for each and every whole unit of water used. A unit is equal to 100 cubic feet. The rate will be \$2.78 per 100 cubic feet.

**Surcharge:** There will no longer be a separate surcharge to users of the City's water system; however, portions of the revenue generated will be used to pay for or finance capital projects and purchases on an as needed basis.

**Other:** A monthly charge of \$5.00 per inch-diameter of waterline riser, or a minimum of \$20.00 per month, whichever is greater, shall be charged to each commercial account which receives service from the City for fire sprinkler service.

### **Water Service Outside the City Limits Schedule 3**

**Application:** This Schedule 3 applies to all properties outside of the City of Junction City limits for which water services are provided by the City. The base and usage rates, shown below, are one and one-half times the rates shown in Schedules 1 and 2 above.

**Base Rate:** The base rate will be charged for each unit for each billing cycle for which water service is provided. The base rate will not include any water usage. The meter size will be used to determine the amount of the base rate as shown below.

Meter Size in Inches	Rate in Dollars
5/8	16.31
1	40.96
1 1/2	81.92
2	131.10
3	245.74

**Usage Rate:** A usage rate will be charged for each and every whole unit of water used. A unit is equal to 100 cubic feet. The rate will be \$4.16 per 100 cubic feet.

**Residential Water Service – One Meter  
Schedule 4**

**Application:** This Schedule 4 applies to multi-family residential units such as apartments, condominiums, duplexes, PUDs and other noncommercial multiple unit users when they are served by one meter.

**Base Rate:** The base rate will be charged for each residential unit being served by the meter for each billing cycle for which water service is provided. The base rate will not include any water usage. The meter size will be used to determine the amount of the base rate as shown below.

<u>Meter Size in Inches</u>	<u>Rate in Dollars</u>
5/8	10.93
1	27.31
1 1/2	54.61
2	87.37
3	163.90
4	273.04
6	546.10
8	873.76

**Usage Rate:** A usage rate will be charged for each and every whole unit of water used. A unit is equal to 100 cubic feet. The rate will be \$2.78 per 100 cubic feet.

**Surcharge:** There will no longer be a separate surcharge to users of the City's water system; however, portions of the revenue generated will be used to pay for or finance capital projects and purchases on an as needed basis.

**New Meter Installations  
Schedule 5**

(a) Schedule 5a, below, shall be used to determine the base fee for installation of water meters. The installation fees are the same for residential and commercial properties.

<b>Meter Size</b>	<b>Standard</b>	<b>Installation Fee</b>
3/4"	Sensus SR-II	\$ 750.00
1"	Sensus SR-II	\$ 925.00

(b) Should the actual cost for time and materials exceed the base installation fee, an additional charge shall be assessed based on the City's actual cost of the materials and labor for each installation.

- (c) For installation of meters larger than 1" the fee shall be equal to the actual cost of the meter, other materials, and labor plus a service fee of five percent (5%).
- (d) Water service will not be provided until all installation fees are paid in full.

**Other Fees – All Water System Users  
Schedule 6**

Disconnect/Reconnect Fee during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday	\$25.00
Disconnect/Reconnect Fee after 4:00 p.m., or on Saturday, Sunday, or a holiday (after hours call out)	\$75.00 per call out
Tampering Charge (reconnection without City Permission)	\$50.00
Customer Damaged City Facilities	Actual cost
Returned Check Charge	\$20.00
Bulk Rates	\$.02 per gallon
Late Fee	\$10.00
Door Knocker Fee	\$15.00
Deposit for Water Only	\$25.00
Deposit for All Services (Water, Sewer, and Sanitation)	\$100.00

# Resolution No. 2

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ESTABLISHING SEWER RATES AND CHARGES FOR THE CITY OF JUNCTION CITY AND REPEALING RESOLUTION NO. 1213.

WHEREAS, Junction City Municipal Code 13.10 authorizes the City Council to establish City sewer rates and charges by resolution; and

WHEREAS, the sewer rates and charges on Exhibit A attached hereto more effectively cover the City's cost of providing sewer services including operations, maintenance, capital, facilities, and any future debt service; and

WHEREAS, pursuant to ORS 294.160, at its meeting on September 8, 2020, the City Council provided an opportunity for interested persons to comment on the enactment of this Resolution and its proposed rate changes; now, therefore

THE CITY OF JUNCTION CITY DOES RESOLVE AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted as findings of fact supporting the adoption of the rates, fees, and charges set forth on Exhibit A to this Resolution.

Section 2. Rates and Charges. The schedules attached as Exhibit A are hereby adopted as the sewer rates, fees, and charges for municipal sewage facility services by the City of Junction City.

Section 3. Repealing Clause. Resolution No. 1213 is hereby repealed.

Section 4. Effective Date. Whereas the rates and charges authorized for the services set forth in this Resolution are necessary to preserve the financial integrity of the City of Junction City, this Resolution shall take full force and effect as of September 20, 2020.

Passed by the City Council this 8<sup>th</sup> day of September, 2020.

Approved by the Mayor this 8<sup>th</sup> day of September, 2020.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kitty Vodrup, City Recorder

\_\_\_\_\_  
Mark Crenshaw, Mayor

**Resolution No. \_\_\_\_ - EXHIBIT A**

**Residential Sewer Rates  
Schedule 1**

**Application:** This Schedule 1 applies to all single family residential houses, apartment units, duplexes, and multi-family residential units within the city limits of Junction City where sewer service is provided.

**Base Rate:** The base rate will be charged for each residential unit for each billing cycle for which sewer service is provided. The base rate will be charged on a per day basis if service is not provided for an entire billing cycle. The water meter size for each unit will be used to determine the amount of the base rate as shown below. The base rate will include 400 cubic feet of water use.

Sewer service provided where there is no meter shall be billed a monthly base rate of \$36.82.

<u>Meter Size in Inches</u>	<u>Rate in Dollars</u>
3/4	39.46
1	98.66

**Usage Rate:** A usage rate for sewer services will be charged for each and every whole unit of water used beyond four (4) units or for the average winter water usage. A unit is equal to 100 cubic feet. The rate will be \$3.55 per 100 cubic feet.

**Commercial Sewer Rates  
Schedule 2**

**Application:** This Schedule 2 applies to all commercial accounts within the city limits of Junction City. Commercial accounts include industrial and mercantile establishments; stores; offices; public buildings not otherwise classified; public and private hospitals; schools; churches; mercantile and industrial establishments combined with residential units, except those residential units that are separately metered for water service.

**Base Rate:** The base rate will be charged to each commercial unit for each billing cycle for which sewer service is provided. The base rate will be charged on a per day basis if service is not provided for an entire billing cycle. The water meter size for each unit will be used to determine the amount of the base rate as shown below. The base rate will include 400 cubic feet of water use.

Sewer service provided where there is no meter shall be billed a monthly base rate of \$64.79.

<u>Meter Size in Inches</u>	<u>Rate in Dollars</u>
Up to 3/4	39.46
1	98.66
1 1/2	197.31
2	315.69
3	591.92
4	986.54
6	1,973.10
8	3,156.91
10	4,538.10

**Usage Rate:** A usage rate for sewer services will be charged for each and every whole unit of water used beyond four (4) units. A unit is equal to 100 cubic feet. The rate will be \$3.55 per 100 cubic feet.

The base and usage rates for providing sewer service to properties outside of the Junction City limits shall be at one and one-half times the rates for sewer service, as stated in Schedule 1 above (Residential Sewer Rates) and Schedule 2 above (Commercial Sewer Rates) .

**Surcharge:** There will no longer be a separate surcharge to users of the City's sewer system; however, portions of the revenue generated will be used to pay for or finance capital projects and purchases on an as needed basis.

**Other Fees – All Sewer System Users  
Schedule 3**

Late Fee	\$10.00
Door Knocker Fee	\$15.00
Deposit - Sewer Only	\$25.00
Deposit All Services (Water, Sewer, and Sanitation)	\$100.00

# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



## Budget Resolution for Oregon Coronavirus Relief Fund Grant

Meeting Date: September 8, 2020  
 Department: Finance  
 www.junctioncityoregon.gov

Agenda Item Number: 6  
 Staff Contact: Mike Crocker  
 Contact Telephone Number: 541-998-2153

### ISSUE STATEMENT

The following resolution will provide additional appropriations for the Economic Development Program line in the Community Development Revolving Loan Fund. The increase in appropriations is funded by the Oregon Coronavirus Relief Fund Grant proceeds. The Economic Development line provides funding for the Junction City Business Pandemic Impact Support Program.

#### Economic Development Programs

#### Account Changes:

Fund/Account	Budget	New Amount	Increase (Decrease)
<b>Community Development Revolving Loan Fund</b>			
Revenue:			
Oregon Coronavirus Relief Grant	0	135,700	135,700
Expenses:			
Economic Development Programs	215,000	350,700	135,700

### BACKGROUND

**This budget resolution qualifies as an exception to the requirements of Oregon Local Budget Law. ORS 294.338(2).** While the expenditure of funds received as undesignated, general purpose grants require a supplemental budget, funds received for a specific purpose are exempt from that requirement. As the City received these grant funds for a specific purpose, a supplemental budget is not required in order to spend them— only an updating appropriations resolution authorizing the expenditures.

Expenditure of grants, gifts, bequests or devises transferred to the local government in trust for a

specific purpose may be made after enactment of an appropriation resolution or ordinance authorizing the expenditure (ORS 294.338(2)). However, expenditure of undesignated general purpose grants, gifts, bequests or devises that exceed budgeted appropriations can only be made after adoption of a supplemental budget.

## **COMMITTEE REVIEW AND/OR RECOMMENDATION**

This agenda item has not been reviewed by a committee.

## **RELATED CITY POLICIES**

The City’s adopted fiscal policies include a “Budget Policy” in section one of the City’s Fiscal Policies adopted November 26, 2013.

## **LEGAL REVIEW**

Reviewed by legal counsel.

## **CITY ADMINISTRATOR’S COMMENT**

For Council to proceed as desired.

## **COUNCIL OPTIONS**

- A. Approve** the budget resolution - **Motion:** “I make a motion to approve Resolution No. 3”.
- B. Direct** staff to make changes – **Motion:** “I make a motion to direct staff to make changes to Resolution No. 3, as noted, and bring back for Council review.”
- C. Take no action.** No motion needed.

## **ATTACHMENTS**

- A. Monthly Report – Community Development Revolving Loan Fund
- B. Oregon Coronavirus Relief Fund grant request
- C. Oregon Grant Funds received by department
- D. Resolution No. 3

## **FOR MORE INFORMATION**

Staff Contact: Mike Crocker  
Telephone: 541-998-2153  
Staff E-Mail: [mcrocker@ci.junction-city.or.us](mailto:mcrocker@ci.junction-city.or.us)

Other Funds  
July 2020

## Detail Report

		Budget	Current Period	YTD Amount	YTD Variance	% to Date
<b>Community Development Revolving Loan Fund</b>						
27	<b>401-000 Resources</b>					
28	400100 Beginning Fund Balance	1,247,600	-	1,046,656	(200,944)	83.89%
29						
30	<b>401-000 Revenue</b>					
31	400400 Investment Interest	29,400	953	953	(28,447)	3.24%
32	407400 Grant: Rural Tourism Marketing	13,800	-	-	(13,800)	0.00%
33	408352 Interfund Loan-Water Sys Imp	21,500	-	-	(21,500)	0.00%
34	<b>Total Revenue</b>	<b>64,700</b>	<b>953</b>	<b>953</b>	<b>(63,747)</b>	<b>1.47%</b>
35						
36	<b>Total Resources</b>	<b>1,312,300</b>	<b>953</b>	<b>1,047,610</b>	<b>(264,690)</b>	<b>79.83%</b>
37						
38	<b>401-100 Materials &amp; Services</b>					
39	606313 Contract Services	5,000	-	-	5,000	0.00%
40	606326 Business Dev Loans	400,000	-	-	400,000	0.00%
41	606331 Business Dev Microloans	230,000	-	-	230,000	0.00%
42	606335 Facade Enhancement Program	80,000	-	-	80,000	0.00%
43	608925 Computer Software Support	500	-	-	500	0.00%
44	636921 Office Expenses	500	-	-	500	0.00%
45	706076 Legal Counsel	2,000	-	-	2,000	0.00%
46	<b>Total Materials &amp; Services</b>	<b>718,000</b>	<b>-</b>	<b>-</b>	<b>718,000</b>	<b>0.00%</b>
47						
48	<b>401-200 Materials &amp; Services</b>					
49	606330 Economic Development Programs	215,000	113,264	113,264	101,736	52.68%
50	632700 Grant: Rural Tourism Marketing	61,800	-	-	61,800	0.00%
51	636921 Office Supplies	100	-	-	100	0.00%
52	702013 Audit	100	-	-	100	0.00%
53	<b>Total Materials &amp; Services</b>	<b>277,000</b>	<b>113,264</b>	<b>113,264</b>	<b>163,736</b>	<b>40.89%</b>
54						
55	<b>401-900 Fund Balance</b>					
56	999000 Unapp Ending Fund Balance	317,300	(112,310)	934,346	617,046	

# Reimbursement Request

Attachment 'B'

Your request ID is #364

**Municipality:**

City of Junction City

**DUNS:**

**EIN:**

**Address:** 680 Greenwood Junction City OR 97448

**Title:**

CRF Grant Request for City of Junction City

**Description:**

Period May 16 through June 30, 2020

**Preferred Payment Type:**

- Check
- EFT
- LGIP

Eligible Expenditures	Previous Cost	Requested Cost	Total Costs from Aggregated Requests
<b>Medical Expenses</b>			
Public hospitals, clinics, and similar facilities			
Temporary public medical facilities			
COVID-19 testing, including serological testing			
Emergency medical response expenses			
Telemedicine capabilities			
<b>Public Health Expenses</b>			
Communication and enforcement	350.00		350.00
Medical and protective supplies	12,181.01	4,203.33	16,384.34
Disinfecting public areas and other facilities	4,580.69	657.80	5,238.49
Technical assistance on COVID-19 threat mitigation			
Public safety measures	1,562.70	202.69	1,765.39
Quarantining individuals			
<b>Payroll expenses</b>			
Employees substantially dedicated to COVID-19	3,086.95		3,086.95
Payroll for public health and safety employees			
<b>Expenses to facilitate compliance with COVID-19 measures</b>			
Food delivery to residents			
Distance learning tied to school closings			
Telework capabilities	9,125.89		9,125.89
Paid sick and paid family and medical leave	70,858.53	40,661.09	111,519.62
COVID-19 related expenses in county jails			
<b>Total Previous Cost:</b>		<b>101,745.77</b>	
		<b>Total Current Request:</b>	<b>181,372.43</b>

Eligible Expenditures	Previous Cost	Requested Cost	Total Costs from Aggregated Requests
Care for homeless populations			
<b>Economic Supports</b>			
Small Business Interruption Grants		135,647.52	135,647.52
Payroll Support Grants			
Unemployment insurance costs that will not be reimbursed by the federal gov			
<b>Other Eligible Expenses (Specifically Identify)</b>			
Total Previous Cost:		101,745.77	
		Total Current Request:	181,372.43
			Total Cost: 283,118.20

Status:

Accepted

Change Date: 8/7/2020 2:59:37 PM

Changed By: Reviewer

Subrecipients		
Name	DUNS	Amount
		0.00



# Resolution No. 3

RESOLUTION NO. \_\_\_\_\_

AN APPROPRIATION RESOLUTION FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, AND MAKING APPROPRIATIONS WITHIN THE COMMUNITY DEVELOPMENT REVOLVING LOAN FUND.

WHEREAS, on August 18<sup>th</sup>, 2020, in response to its request for eligible expenses, the City of Junction City (City) received \$135,648 from the State of Oregon in CARES Act grant funding for use as small business interruption grants pursuant to the terms of the grant: and

WHEREAS, under ORS 294.338(2), the City may spend unappropriated grants funds awarded for a specific purpose only if it adopts a budget appropriation resolution recognizing the grant funds received, making appropriations, and authorizing such expenditures; and

WHEREAS, the City Council wishes to make the needed appropriations in the Community Development Revolving Loan Fund on the Economic Development line in order to spend the awarded grant funding; and

WHEREAS, no action or involvement of the Budget Committee is required; and

WHEREAS, no supplemental budget is required for the expenditure of grants, gifts, bequests or devises transferred to the local government in trust for a specific purpose following the enactment of an appropriation resolution authorizing the expenditures (ORS 294.338(2)); now, therefore

THE CITY OF JUNCTION CITY DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby approves the appropriations for the fiscal year beginning July 1, 2020 and ending June 30, 2021, for the purposes shown below. Resources are increased and the funds are hereby appropriated as follows:

THE CITY OF JUNCTION CITY  
INCREASES TO RESOURCES AND APPROPRIATIONS  
FOR THE FISCAL YEAR 2020-2021

FUND	INCREASE	DECREASE
<u>Community Development Revolving Loan Fund</u>		
Expenditures:		
Economic Development Programs	\$ 135,700	
Revenue:		
Oregon Coronavirus Relief Grant	\$ 135,700	

Section 2. The City Council approves the increase to appropriations in the Community Development Revolving Loan Fund in the amount of \$135,700.

Passed by the City Council this 8<sup>th</sup> day of September 2020.

Approved by the Mayor this 8<sup>th</sup> day of September 2020.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kitty Vodrup, City Recorder

\_\_\_\_\_  
Mark Crenshaw, Mayor

# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



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## Financial Management, Utility Billing and HR Software RFP

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Meeting Date: September 8, 2020  
Department: Finance  
www.junctioncityoregon.gov

Agenda Item Number: 7  
Staff Contact: Mike Crocker  
Contact Telephone Number: 541-998-2153

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### ISSUE STATEMENT

The purpose of the software RFP is to solicit proposals from qualified firms for a full range of financial management, utility billing and human resources applications that include software, implementation services, ongoing training, and technical support. Ideally, staff would like to acquire these software modules as one integrated solution from one vendor. Staff expects to achieve substantial gains in productivity, efficiency, and accuracy through the implementation of a new system. In addition, staff seeks to minimize internal support costs by utilizing technology.

The City has been using Springbrook software for over 20 years. There has not been a significant update to Springbrook for a number of years. The government financial software industry has established standardized features that Springbrook has not addressed. Software modules needed and not available in the current software include monthly reporting, budget, project and grant tracking, purchase orders, bank reconciliation, employee self-service, position budgeting and control, human resources, and time keeping. Staff has budgeted the software in the capital projects funds across the operating funds. Staff also hopes to address software for budgeting, although it is not known if proposals under this RFP will have sufficient features to meet the needs of the City.

The City seeks applications that can provide best practices and improve efficiencies in the City's current processes. A desirable system will simplify, standardize, and optimize business processes and support continuous improvement on business processes.

### BACKGROUND

The following list of modules and features are included in the RFP:

#### **Financial Management**

- General Ledger
- Budget Management
- Annual Budget Preparation
- Accounts Payable
- Revenue/Cash Receipting
- Utility Billing
- Project and Grant Tracking
- Accounts Receivables

- Bank Reconciliation
- Purchasing
- Requisition Processing
- E-Payments
- Finance Analytics and Dashboards
- Reporting

**Payroll/Human Resources Management**

- Time & Attendance
- Payroll Processing
- Oregon pension reporting
- Electronic Time Entry and Approval
- Position Control
- Position Budgeting
- Applicant Tracking
- Employee Life Event Tracking
- Personnel Action Processing
- Benefits Administration
- Leave Management
- Performance Management
- Training & Certification Tracking
- Employee Self Service
- Human Resources/Payroll Analytics/Dashboards

**COMMITTEE REVIEW AND/OR RECOMMENDATION**

The Finance & Judiciary Committee reviewed the Request for Proposals at their August 6th, 2020 meeting. The Committee agreed unanimously to forward the draft RFP and goods and services contract to the City’s Legal Counsel for review and then to Council if Legal Counsel has no substantive changes.

**RELATED CITY POLICIES**

City fiscal policy for purchases adopted February 26, 2013: All purchases of goods, services, and capital improvements must comply with the City’s purchasing policies, guidelines and procedures, and with state laws and regulations.

City Public Contracting Rules

**LEGAL REVIEW**

Reviewed and updated by the City’s legal Counsel. Changes by legal are provided in Attachment ‘A’, as well as a clean copy with legal changes incorporated.

**CITY ADMINISTRATOR’S COMMENT**

For the Council to proceed as desired.

## COUNCIL OPTIONS

- A. **Recommend** that Council directs staff to proceed with the RFP process for the Financial Management, Utility Billing and HR Software. **Motion:** “I make a motion to direct City Staff to proceed with the RFP process for the Financial Management, Utility Billing and HR Software”.
  
- B. **Other Direction:** Provide other direction to staff.

## ATTACHMENTS

- A. Draft RFP with legal comments
- B. Final RFP document

## FOR MORE INFORMATION

Staff Contact: Mike Crocker  
Telephone: 541-998-2153  
Staff E-Mail: [mcrocker@ci.junction-city.or.us](mailto:mcrocker@ci.junction-city.or.us)

# Request for Proposals (RFP)



**Software, Implementation and Training Services**

For

**Integrated Financial Management, Utility Billing, and Human Resources System**

For

**City of Junction City, Oregon**

Release Date: \_\_\_\_\_, 2020

Due Date & Time: \_\_\_\_\_, 2020 5:00 PM

Opening Date & Time: \_\_\_\_\_, 2020 \_\_\_\_\_ a.m./p.m.

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**Commented [DL1]:** Mike – Just a reminder to double check these page numbers for potential changes depending on what edits you accept or reject.

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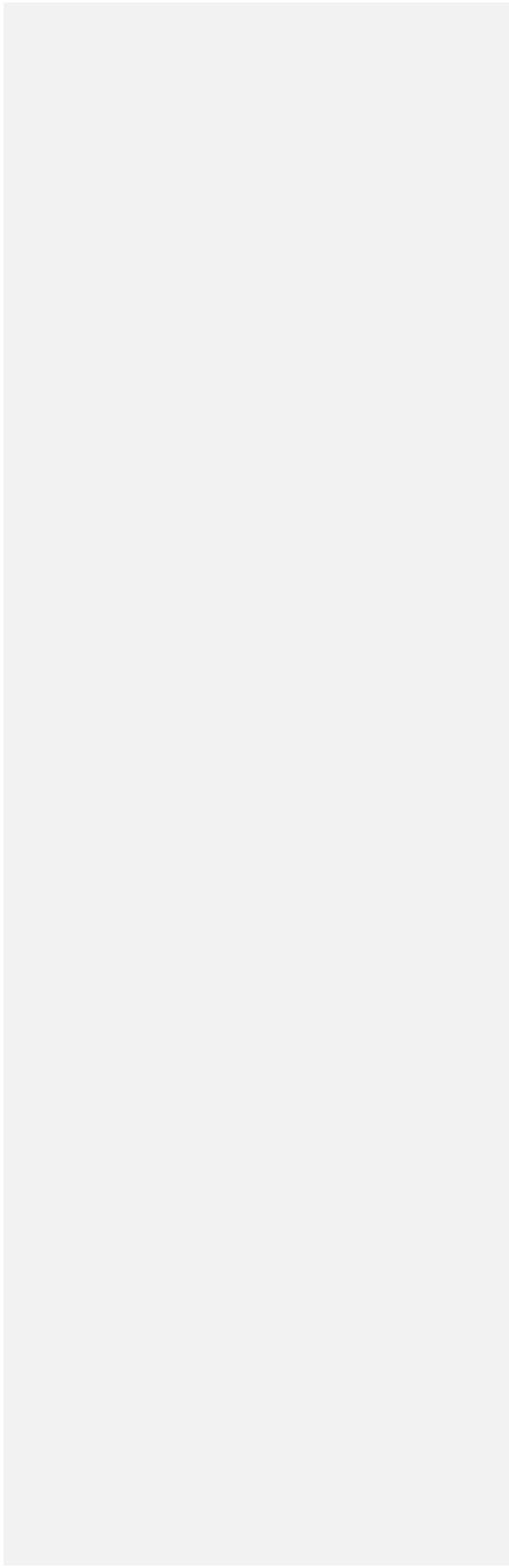
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DRAFT



Publish this advertisement at least once in a newspaper of general circulation at least 30 days before closing.

**Commented [DL2]:** Mike – The public contracting statutes and rules require publication in a newspaper of general circulation for a goods and service RFP at least 30 days prior to closing. We recommend using this as the advertisement. Let us know if you'd like our firm to publish this on the City's behalf.

### REQUEST FOR PROPOSAL

Pursuant to ORS 279B.060 and City Public Contracting Rule 137-047-0260, governing competitive sealed proposals, City of Junction City (City) will receive sealed proposals no later than [redacted] p.m. on [redacted], 20[redacted], at [redacted] to provide software for financial management, utility billing, and human resources. No proposals will be received or considered after this time. Contract terms, conditions and specifications shall be available for review at the City Finance Office at [redacted] from [redacted], 20[redacted] to [redacted], 20[redacted]. No pre-proposal conference will be held.

**Commented [DL3]:** Enter email address for proposal submittal here.

**Commented [DL4]:** Modify as needed.

**Commented [DL5]:** Enter the address and building name where proposers can review the solicitation documents here.

Sealed proposals shall be mailed or hand delivered to Mike Crocker, Finance Director at the address above. Proposal opening is scheduled for [redacted] p.m., on [redacted], 20[redacted], at the City's Finance Office, address above. The City may cancel this RFP or reject any proposal not in compliance with all prescribed public solicitation procedures and requirements, and may reject any or all proposals, in whole or in part, upon a finding that it is in the best interest of the City to do so, per ORS 279B.100. The City may waive any and all informalities in the public interest. No prequalification for proposers is required.

**Commented [DL6]:** Mike –City Rule 137-047-0330(1)(b) requires the city to have electronic security measures in effect at the time of receipt. Without an adopted electronic security policy and associated security measures, email is not an option. However, proposals could be mailed or placed in a drop box located in a designated location at City Hall. Let me know if you have questions about this or the electronic security measures I mentioned.

**Commented [DL7]:** Modify as needed.

To request an RFP packet or for more information, contact Mike Crocker, Finance Director for the City at the email address above.

DATED this [redacted] day of [redacted], 20[redacted]

## 1.0 RFP Introduction

**1.1 Introduction:** The City of Junction City (“City”) is soliciting proposals from qualified firms for a full range of financial management and human resources applications that include software, implementation services, ongoing training, and technical support. Ideally, the City would like to acquire these software modules as one integrated solution from one vendor. The City expects to achieve substantial gains in productivity, efficiency, and accuracy through the implementation of a new system. In addition, the City seeks to minimize internal support costs by utilizing technology.

**1.2 About the City:** The City has an estimated population of 6,170. City services include Police, Water, Sewer, Sanitation, Streets, Finance, Administration, Court, Building Permits, Planning, Library, Community Center, Senior Center, Pool, Parks and Internal Services. The City currently has approximately 51 employees.

The City’s most recent budget and audited financial reports can be found on the City’s website at [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov).

The City has been using Springbrook software for over 20 years. There are currently 7 active users. However, if the new software sought under this RFP provides employee self-serve capabilities and user-friendly online authorizations, the number of users would increase which would be based on appropriate access levels that would vary may increase.

This RFP and additional information about the City can be found on the City’s website at [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov).

**1.3 Scope and Timeline:** The City is seeking proposals for an integrated system that will include software implementation services, ongoing training, and technical support. Below is the timetable that has been set for this project. No pre-offer conference will be held.

September 1, 2020	Release of RFP
September 15, 2020	Deadline for Vendor Questions / Requests for Clarification
September 22, 2020	Responses to Vendor Questions Published on City Website
October 6, 2020	Proposals Deadline – 5:00 PM PST
<u>October , 2020</u>	<u>Open Proposals - :00 AM/PM PST</u>
October 8 to October 20, 2020	<u>Open</u> Review, and Rate Proposals
October 27, 2020	Select Top Vendors for Demonstrations
November 2 to 17, 2020	Demonstrations (via Web) and Site Visits (if requested)
December 4, 2020	Notice of Intent to Award Contract, Beginning of Protest Period
December 11, 2020	End of Protest Period
December 3, 2020	Finance Committee Review and recommendation
December 8, 2020	Council Review and Approval of Proposed Contract

**1.4 Rights Reserved:** The City reserves the right to:

**Commented [DL8]:** Mike – I recommend providing a link directly to the page where the RFP can be downloaded or viewed to avoid any issues with navigating the website.

**Commented [DL9]:** Remember to modify these dates, as needed, based on the date that the City publishes notice of the RFP.

**Commented [DL10]:** Modify, as appropriate. If a conference is added to the timeline, note:

- (i) The time, date and location of any pre-Offer conference;
- (ii) Whether attendance at the conference will be mandatory or voluntary; and
- (iii) Add a provision that provides that statements made by the City’s representatives at the conference are not binding upon City unless confirmed by Written Addendum.

**Commented [DL11]:** Finalize, as appropriate. Note virtual opening option mentioned above.

**Commented [DL12]:** Mike – I moved this to Section 3 and made some modifications and additions to include our recommended language.

- ~~▪ Cancel this RFP, in whole or in part, or to cancel negotiations with finalists at any time up until a final contract is signed and executed. Issuance of this RFP is not a commitment by the City to award a contract~~
- ~~▪ Reject any or all proposals for any reason and/or to waive technicalities and informalities when such waiver is determined to be in the City's best interest~~
- ~~▪ Extend any of the timetable dates and/or to revise the RFP prior to the date the proposals are due~~
- ~~▪ Add or remove applications, modules and/or components until the final contract signing~~
- ~~▪ Reconsider any proposal, provided it was submitted timely, at any stage of the process~~
- ~~▪ Award the contract in any manner deemed to be in the best interest of the City~~
- ~~▪ The City reserves the right to meet with select vendors at any time to gather additional information, to require demonstrations and to visit any installed site at no cost to the City.~~
- ~~▪ Negotiate with vendors selected to acquire the best combination of functional software applications and level of implementation assistance that best meets its needs within any limitations of available funding.~~

**1.5 Project Summary:** Procurement of a quality integrated software system with comprehensive installation and training services, and ongoing maintenance and support. The City seeks applications that can provide best practices and improve efficiencies in the City's current processes. A desirable system will simplify, standardize, and optimize business processes and support continuous improvement on business processes. The selected vendor must meet the highest standards prevalent in the industry most closely associated with the goods and/or services required under this RFP and the resulting contract.

**Software Applications**

The following list of software modules is anticipated to meet the requirements of this RFP, but additional modules or applications may be recommended by the vendor(s) as well:

**Financial Management**

- General Ledger
- Budget Management
- Annual Budget Preparation
- Accounts Payable
- Revenue/Cash Receipting
- Utility Billing
- Project and Grant Tracking
- Accounts Receivables
- Bank Reconciliation
- Purchasing
- Requisition Processing
- E-Payments
- Finance Analytics and Dashboards
- Reporting

**Commented [DL13]:** Mike – I added this information as required per City public contracting rule 137-047-0260(2)(b)(D).

### Payroll/Human Resources Management

- Scheduling and Time & Attendance
- Payroll Processing
- Oregon pension reporting
- Electronic Time Entry and Approval
- Position Control
- Position Budgeting
- Applicant Tracking
- Employee Life Event Tracking
- Personnel Action Processing
- Benefits Administration
- Leave Management
- Performance Management
- Training & Certification Tracking
- Employee Self Service
- Human Resources/Payroll Analytics/Dashboards

### Special Objectives

In addition to determining how the software meets the City's financial, utility billing, payroll and human resources processing requirements, the City will also be evaluating on a set of special objectives listed below. Each vendor submitting a proposal should include information on how their solution will address these objectives and, if so, provide some detail in their proposal. The vendor should be prepared to demonstrate the stated functionality during a live demonstration.

### Financial Management

- Paperless Invoice Payment Processing
  - ♦ The current process involves paper vouchers and invoice copies produced by the departments and routed to several approvers and reviewers. The City seeks a software solution to eliminate most of the paper in the process and apply automation to the approval workflow.
- Distributed Budget Development
  - ♦ The City utilizes a distributed process for collecting data to create a requested budget. The City seeks a solution supporting the distributed collection of budget requested data. The solution should encourage those providing data to be as detailed as possible. The solution should support the information needs of the data entry process (i.e. reporting, historical data, etc.)
- Flexible and Comprehensive Reporting Features
  - ♦ The City currently is required to use third-party software to accomplish basic reporting and budget. The solution should support efficient, user-friendly reporting, import and export functions. The solution is expected to include standardized reports and templates.

### Payroll/Human Resources Management

- Employee Self-Service Portal
  - ♦ Frequent employee requests include copies of paystubs and W-2's, ~~a need~~ desires to update their W-4 information, or requests ~~to a~~ change of personal data. The current process for both the request and response is a manual process requiring City staff to facilitate the request. The City seeks a solution whereby the employees have access to

personal pay and tax information on their own. The employee should be able to asynchronously submit requests for changes to their personal data and know their request is being serviced.

- Paperless Payroll/HR Processing
  - ♦ The current process involves paper timesheets for payroll processing and paper documents for HR changes. The City seeks a software solution to eliminate most of the paper in these processes and apply automation to the approval workflow.

### **System Functions**

- Audit Trail
  - ♦ The systems should support the auditing to all access, reads, writes, and changes to system data and configurations.
- Process Controls
  - ♦ The system should provide edit controls to prevent incomplete or incorrect data from being processed.
- System Security Controls
  - ♦ The system should prevent unauthorized access to the database, maintain database process controls, log all database transactions and allow for effective user and user group controls.
- Records Management
  - ♦ The system should have a records management component that includes retention, retrieval, and destruction of records to efficiently manage records into the future in accordance with Oregon Revised Statutes.
- User Security Setup and Configuration
  - ♦ The system should be capable of limiting access to application software screens and data element fields based on individual roles and user credentials.
- Mobile Access
  - ♦ Many City employees are away from their offices for a majority of their work day. The City seeks a solution that facilitates alternate access beyond laptops and desk top computers including tablets and cell phones.
- Direct Deposit Data Export Interface
  - ♦ The City currently exports data from payroll to upload to our financial institution for direct deposit. The solution must include the ability to support exporting payroll information for direct deposit.
- Export W-2 Data
  - ♦ The City currently exports W-2 data from payroll for upload to State and Federal agencies. The solution must include the ability to support exporting W-2 data.
- Export of Quarterly Payroll Data
  - ♦ The City currently exports quarterly payroll for upload to State and Federal agencies. The solution must include the ability to support exporting quarterly payroll information.
- Export of Retirement Data
  - ♦ The City currently exports retirement data from payroll for upload to the State of Oregon. The solution must include the ability to support exporting retirement payroll information.
- Export of Positive Pay Data

- ♦ The City currently exports Positive Pay data to transfer to our financial institution. The solution must include the ability to support exporting Positive Pay information.
- Local Server Based Solution
  - ♦ The City is seeking a local server based solution.

**Reporting**

- Report Automation and Data Access
  - ♦ The City currently produces reports centrally in either paper or electronic form and distributes the reports manually. Access to data in a form that supports analysis is limited. The City seeks a solution that allows employees with appropriate authority to self-generate reports or extract financial data in tabular form (i.e. for analysis in Excel)
- Financial Dashboards
  - ♦ The City seeks a solution that provides employees with appropriate budget at-a-glance information relating to financial status and performance.

**1.6 Current Functional Statistics:** The following table contains data about the City’s current operations by function. Vendors should refer to this table when responding to the business requirements.

General Ledger		
	Number of Funds	30
	Number of Departments	5
	Number of Divisions	18
	Number of Cash Accounts	6
	Number of Bank Codes	6
	Number of Accounting Periods	12 + year end periods
	Fiscal Year	July 1 – June 30
Accounts Payable		
	Number of Checks Annually	1,700
	Frequency of Check Runs	Bi-Weekly
	Vendors	2,500 to 3,000
Budgeting		
	Number of funds budgeted	29
	Budget frequency	Annual
	Fiscal Year	July 1 – June 30
Payroll		
	Pay Frequency	Monthly
	Pay Period	Adjusted calendar month
	Pay Dates	5th
	Number of Direct Deposits	50 per month
	Number of Checks	2 per month
	Number of W-2’s	100
	Number of employees	51
	Number of pay codes	70
Projects/Grants		
	Number of projected projects codes	10 to 15 annually
	Projects cross fiscal years	Yes
	Projects cross funds	Yes

Human Resources

Number of Departments	5
Number of Unions	2
Number of Classifications	34
Number of Pay Step Variations	5 to 6
Number of Employee Types	4
Number of Benefit Plans	8

**1.7 Current Processes:**

Many of the existing processes are manual and one of the goals is to develop more efficient practices with better levels of control in an electronic environment. A number of current processes generate duplicated efforts throughout a functional area, and it would be beneficial to eliminate those.

**Financial**

- The City’s current **accounts payable process** does not use purchase orders on a system wide basis although some departments use their own internal purchase order and requisition forms. All routing of documents and approvals are performed on a manual basis. Paper documents are stored by vendor and pay date in a central location in Finance.
- **Credit card payments** are accepted by a number of City departments including, Finance, Court, Utility Billing, Police, Building, and Planning. Some of these points of sale are facilitated by independent software systems. This RFP is not intended to replace any independent systems, but to develop integration with them and the financial software system.
- The **payroll approval process** entails departments submitting paper time sheets grouped and summarized by a staff person. Time is entered on each time sheet by the employee. The timesheet is signed by each employee and their supervisor or department head. Timesheets of appointed department heads are approved by the City Administrator. Employee’s time and any updates or changes are entered by Finance into the payroll hours entry screens. Paper payroll check stubs for all employees are distributed on payday each month.
- **Management Reporting** is accomplished using an outside manual process using Excel. Data is exported and manually manipulated for importing into Excel where standardized reporting formats are maintained.
- **Budget** processing and reporting is maintained outside of the finance management software. The City wishes to incorporate much of the schedules and entry into an integrated automated system to improve accuracy, internal control, availability to staff and replace the manual process that is currently used.
- **Audit** workpaper preparation and analysis requests are mostly prepared with a manual process. The current system will process account queries, but any reporting and analysis requires manual processing usually in Excel.

**Human Resources**

- The **life cycle** of an employee is processed through a series of personnel actions manually created, processed and entered into the current system for processing.

- **Benefit processing** is manual and limited in functionality. Benefit processing is dependent on systems provided by the vendors. It is not integrated with other systems or logic. It provides tracking of information by benefit code which is extracted and manipulated manually for reporting or use.
- **Human Resources** currently utilizes separate manual systems to track performance evaluations, training, and other processes. Any reporting for human resource items is based on a manual process.

**1.8 Inquiries:** Inquiries concerning this procurement, including questions related to technical issues, are to be directed to:

Mike Crocker, Finance Director  
 mcrocker@ci.junction-city.or.us  
 541-998-4760 or 541-852-3330

City of Junction City  
 680 Greenwood  
 PO Box 250  
 Junction City, OR 97448

Proposers may review hard copies of this RFP at [redacted]. Proposers are directed specifically **not** to contact any other staff members other than specified personnel identified above for any purpose. Unauthorized contact of any City personnel may be cause for rejection of the proposer’s RFP response.

**Commented [DL14]:** Mike – Rule 137-047-0260(2)(a)(D) requires the RFP to specify the office where the solicitation document can be reviewed. I recommend including that address here.

Vendors submitting the questions/requests will be responsible for prompt delivery of those questions/requests to the City official designated in this section. Any change in the RFP will be made only by written addendum, duly issued by the City ands posted on the City’s website at [redacted]. It is the vendor’s responsibility to ensure that this website is reviewed for RFP changes prior to the deadlines for submission of the proposals. The City will not be responsible for any other explanations or interpretations of the RFP.

**Commented [DL15]:** Mike – I recommend including the website here to avoid any potential confusion about where to view the documents.

All questions concerning the RFP should reference the RFP page number, section heading and paragraph and be stated as concisely as possible. Questions must be received in writing or via email by no later than **September 15, 2020**. No officer, agent or employee of the City will accept verbal questions about this RFP.

All questions and responses affecting the content of this RFP will be provided via posting on the City’s website on **September 22, 2020**.

**1.9 Selection Process:** In an effort to reach the best solution possible for the City of Junction City, a four-step selection process has been developed consistent with the requirements of Oregon Revised Statutes and the City’s Public Contracting Rules for Competitive Sealed Proposals.

- Step one involves the submission and evaluation of initial proposals from vendors. The highest scoring vendors from the evaluation of proposals will be selected to advance to the next step of the process.

- Step two of the process will entail a series of City scripted demonstrations by each remaining vendor of various functions for each proposed system. Representatives of the City may also choose to request to visit client references to observe the applications in a working environment. Demonstrations will be evaluated by the selection committee to determine the proposals that will best meet the needs of the City. Once evaluation of the demonstrations is complete, one or more vendors will advance in the process for contract discussion.
- Step three will focus on each vendor’s best and final offer, and will include a thorough understanding of deliverables with contract terms and timelines. Finalists will emerge and move into the final step of the process.
- Step four will include the final negotiation of a contract.

If a satisfactory agreement on the final negotiation cannot be reached, the City may go back to review the proposals in order to choose another finalist. Once negotiations have been successfully conducted, a recommendation to authorize the signing of a contract shall be presented to the City of Junction City Council for approval.

## 2.0 Proposal Format and Instructions

**2.1 Proposal Format:** Proposals should be assembled following the format requirements below. Failure to follow the proposal format requirements may result in disqualification. Vendors must submit the proposal in a sealed package as described in section 3.1.

If revisions become necessary to the RFP, the City will provide addenda by posting on the City’s website at [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov). It is the responsibility of proposers to check the City’s website periodically while preparing the proposal to ascertain whether any addenda have been issued.

**Commented [DL16]:** We recommend providing a link directly to the page where the proposer can view or download addenda, if that page would be different from the City’s home webpage.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the bidder’s capabilities to satisfy the requirements of the RFP. Brevity is preferred. Emphasis should be on accuracy, completeness, and clarity of content. The proposal should include the following items clearly labeled:

Section	Title
	Title Page
	Letter of Transmittal
1	Executive Summary
2	Vendor Background and Qualifications
3	Client References
4	Software Descriptions
5	Functional Requirements
6	Recommended Hardware and Operating System Requirements
7	Project Costs
8	Key Categories
9	System Procurement Options
10	Database Conversion Services

- 11 Customization Capabilities
- 12 Reporting
- 13 Implementation Plan
- 14 Training and Documentation
- 15 Maintenance, Support Services and Enhancements
- 16 Modularity and Phased Approach
- 17 Prime Contractor Responsibilities
- 18 Additional Information

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

**INTRODUCTION:** The title page, letter of transmittal and table of contents should be included in this section.

- a) **Title Page** - Indicate the RFP subject, name of the vendor(s), address, telephone number, email address, and the date. Proposer shall acknowledge any addenda issued on the City's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.
- b) **Letter of Transmittal** - Provide a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the services requested in this RFP.

**SECTION 1 - EXECUTIVE SUMMARY:** Provide a concise overview highlighting the proposal in two pages or less. Address how your proposal will meet the City needs in a cost-effective manner.

**SECTION 2 - VENDOR BACKGROUND AND QUALIFICATIONS:** Provide narrative responses to the following, including any necessary documentation, for each item listed below.

- a) State the number of years the vendor has been in the public sector business. Indicate the number of clients for public sector.
- b) Provide a chronology of the company's growth, heritage, staff size and ownership structure.
- c) Indicate whether the business is a parent or subsidiary in a group of companies.
- d) State if this company has ever been purchased by another company or acquired because of a merger or acquisition. If it has, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
- e) State whether the company has had a workforce reduction in the last 5 years. If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.
- i) Describe how the company measures customer satisfaction for software applications and customer service and support, and how issues with customer satisfaction are resolved.

- j) Describe the company's commitment to research and development for the specific applications being proposed.

**SECTION 3 - CLIENT REFERENCES:** Vendors should include a list of their local government clients in Oregon. In addition, provide a list of at least five (5) references, with current contact information, similar in size and complexity to the City, that have implemented the proposed system within the past five (5) years in a comparable computing environment and are utilizing a recent version of the proposed software. Please inform references they might be contacted by the City.

**SECTION 4 - SOFTWARE DESCRIPTIONS:** Provide narrative descriptions of the proposed software applications. Refer to Section 1.5 Project Summary for the list of applications and special objectives to be addressed. If the application is not specifically listed in Section 1.5, include a statement of the benefits the application will provide to the City.

**SECTION 5 - FUNCTIONAL REQUIREMENTS:** Utilizing the list of functions in Section 1.5 - Project Summary, indicate if the function is not available, available with a custom modification, or available as a standard function.

**SECTION 6 - RECOMMENDED HARDWARE AND OPERATING SYSTEM REQUIREMENTS:** Present, in detail, the recommended hardware required to utilize the proposed software.

List the operating system software required to support the recommended computing environment and any additional vendors' software products and typical licensing requirements to support the proposed application software.

Note: The vendor(s) must propose and install the software required to support the applications installed.

Fault tolerant equipment is not required, however, "high availability" is desired (i.e., a system design protocol and associated implementation that ensures a certain degree of operational continuity during a given measurement period).

Third-party equipment required to complete the proposed configuration is to be provided and installed by the vendor(s).

**SECTION 7 - PROJECT COSTS:** Provide a fixed price proposal to perform the requirements described in this RFP, within the time specified by the initial project implementation plan. Pricing should be broken down for separate tasks and deliverables listed in the project plan. If there are other project costs, exceptions, exclusions or alternates, provide that information along with a further explanation of how those affect the project price on a separate page.

- Include prices for all software, services, and additional costs to acquire all software and services referenced in the proposal, including third-party prices.
- Provide the cost of implementation and estimated 5--year cost of ownership.

- Do not use “To Be Determined” or similar annotations for cost estimates. The City is asking vendors to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Vendors may submit additional pricing sheets as an addendum.
- The City reserves the right to contact vendors on price and scope clarification at any time throughout the selection and negotiation process.

By submitting this cost proposal, the vendor represents and declares that it has carefully examined this RFP, all project requirements, project conditions (including hardware, software and physical conditions) affecting the performance of the work and that if its proposal is accepted, the vendor(s) will fully satisfy the requirements of this RFP at the price stated. Every vendor must describe the licensing structure (i.e., based on number of users, number of citizens, etc.) and document the complete costs for licensing, installation and ongoing support of their proposed systems. Provide as much detail as possible.

**SECTION 8 – KEY CATEGORIES:** Each vendor’s cost proposal should include detailed information on the items identified in Section 1.5 - Project Summary, in the following key categories:

- 1) Software licensing fees
  - a) Include pricing for database servers, client licenses, web licenses, report generators, third-party software (if any), and add-ons or toolkits that maybe required to facilitate full use of the proposed system
  - b) Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external internet user(s), query versus user, etc.)
  - c) Identify how costs are determined for adding additional users after the initial purchase
- 2) Training fees for each application and supporting programs (reporting programs, etc.)
- 3) System software and any specialized hardware required for software applications
- 4) Implementation services divided into:
  - a) Project Management
  - b) Technical services
  - c) Parallel testing/production user assistance
  - d) Data conversion/migration
  - e) Other anticipated costs (travel, etc.)
- 5) Annual maintenance fees and costs of future upgrades

**SECTION 9 - SYSTEM PROCUREMENT OPTIONS:** Include any procurement options available in the proposal. Identify the benefits to the City offered by any recommended acquisition method.

**SECTION 10 - DATABASE CONVERSION SERVICES:** Indicate if the proposed system is able to utilize accumulated data from the systems currently in place. The migration from the existing systems would include any necessary data conversion and importation from current systems to provide historical data views. Include the cost of these services in your response to Section 7.0 - Project Costs.

As part of these services, the vendor(s) would be responsible for the accurate documentation of the current location, file, field, and library names, and the accurate conversion of the historical data from the current software databases, and for writing and executing all necessary conversion programs. The City will make all necessary data available to the vendor(s) to perform this data conversion effort.

Discuss in detail any prior experience converting specific modules of Springbrook software to the proposed software, identifying any module / files that have not been successfully converted from Springbrook software. For the purpose of this proposal the proposer should assume that the conversion will include a minimum of ten (10) years of historical data.

**SECTION 11 - CUSTOMIZATION CAPABILITIES:** Provide descriptions of the customization capabilities including the ability to add fields and tables.

**SECTION 12 - REPORTING:** Reporting capabilities should be integrated and intuitive, and be able to generate accurate, easy to use, well-developed reports. The reporting solution should quickly query application databases and provide custom reports

- 1) Describe the data modeling and the reporting capabilities of the system being proposed. Include the level of user expertise necessary to independently create reports and whether or not they can be saved, shared and imported directly into other products (i.e. Microsoft Excel or Adobe PDF format).
- 2) The reporting and modeling capabilities of the system should include, but not necessarily be limited to, financial analysis, budget forecasting, budget preparation, budget to actual monitoring, retrieval of historical data, pre-scheduled reporting and graphical representations of data and reports. Indicate if the system is capable of delivering reports to individuals throughout the organization, and printing professional checks and invoices.
- 3) The City wishes to obtain a reporting program that helps us systemize and speed the development of reports for management-level employees and elected decision makers. Describe how your organization's reporting package can support these efforts.
- 4) Provide a short description of how your company's reporting solution can meet the reporting requirements of the Government Accounting Standards Board and develop Comprehensive Annual Financial Reporting statements.

**SECTION 13 - IMPLEMENTATION PLAN:** This section should address all key phases including, but not limited to, project planning, installation, configuration, data conversion, testing, rollout, and support. The implementation plan should include the following information and necessary documentation for each item listed:

- a) An overview of services proposed for analyzing the City's existing business processes and how they will translate into the proposed system
- b) The critical path schedule, including a description of each proposed phase, milestone and associated deliverable
- c) Contract time in calendar days from 'Notice to Proceed' to 'Notice of Completion'
- d) Critical meetings

- e) Proposed phases
- f) Deliverable due dates
- g) Detailed tasks
- h) Task owner(s)
- i) Detailed project planning process/methodology
- j) Organizational change management methodology
- k) Project risk management/mitigation
- l) Conversion support plan
- m) A table listing City staff assignments and proposed labor hours for all tasks
- n) A table listing vendor staff assignments and proposed labor hours for all tasks
- o) Project dependencies

Pricing for implementation services should include all costs associated with a successful and complete installation and configuration of the system, and all associated implementation tasks.

The City acknowledges that some software companies partner with implementation specialists for technical and training supports. This practice is acceptable. However, the vendor(s) shall disclose the legal name of those companies providing supplemental support and describe the services each third-party implementation company provides.

**SECTION 14- TRAINING AND DOCUMENTATION:** The City believes that thorough training is necessary for the success of the system implementation.

Describe your proposed training program for system users and system administrators along with documentation that is included (i.e., training manuals, technical manuals, user guides, data element dictionary, and context-sensitive online help text with customizable screens). The vendor(s) must have or establish and implement a training program to teach the skills and knowledge necessary to effectively use the technology being proposed.

Once the system is installed, the vendor will be required to provide advanced training for both end users and system administrators within approximately ninety (90) days after final system acceptance. Trainers shall be experienced and knowledgeable in the specific application software they are teaching and shall be familiar with the installation and implementation at the City of Junction City and train for the City's system as implemented. The City may request a replacement trainer if, in the opinion of the City, there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions. The City will be entitled to withhold payment until a makeup session with a qualified trainer can be completed.

The vendor(s) must provide a detailed plan for training. This information should include:

- a) Overview of the proposed training plan and strategy, specifying how and when training is to be delivered for the core project team, end users, and technology personnel.
- b) Provide descriptions of classes/courses proposed in the training plan. Vendor should specify the unit of measure for its training (i.e., units, classes, days, etc.) and define the hours associated with these units of measure. The vendor must be very clear about exactly what training courses are included in the cost of the proposal and which personnel should be involved (i.e., finance, payroll, cashier, etc.)

- c) Training should include a written overview of task sequences.
- d) Provide options on locations, frequencies, topics, and budget estimates for ongoing training.
- e) Describe any operating and maintenance manuals that will be provided, including how those would be accessed by end users, and provide a sample of the formats of those documents.

**SECTION 15 - MAINTENANCE, SUPPORT SERVICES AND ENHANCEMENTS:** The vendor(s) will be responsible for providing ongoing user and technical support during the City's normal business hours, which are 7:00 AM to 5:00 PM, Pacific Time, Monday through Friday, with after-hour emergency support available. Weekend support may be required when upgrading to new versions or applying upgrades/enhancements. The support must be available in a variety of areas including, installing and configuring product updates, addressing product inquiries and product errors in a timely manner, providing documentation for product upgrades and using client feedback to determine product enhancement priorities. Please include a copy of a support and maintenance agreement and an internal support staffing plan.

The City desires to partner with a technology company providing top-quality customer services. Provide information about the support your organization provides, including:

- a) Phone and web-based help, including the hours available
- b) Tracking system for ensuring requests are promptly addressed
- c) Problem reporting and resolution procedures
- d) Frequency and delivery mechanism for new software releases
- e) Notification and delivery method for bug fixes and patches
- f) Available user groups
- g) Other support

Define any service level options and/or disclose which services are included in the annual maintenance fees and which are optional.

The vendor(s) should disclose how it solicits feedback from its customers and incorporates the information into the software. Describe the testing process for patches, updates, and releases.

**SECTION 16 - PROCESS CONTROLS AND SYSTEM SECURITY:** The system should provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence.

Describe the system security controls in place to prevent unauthorized access to the database, maintain database process controls, and log all database transactions. In addition, describe how the system limits access to application software screens, data elements, and the contents of data elements based on individual roles.

The vendors should include a detailed description of the proposed system's security model; including the type of intrusion monitoring that is contained/enforced to limit possible threats.

Describe the security setup and configuration process, along with the ongoing maintenance and support requirements for the City.

**SECTION 17 - MOBILE DEVICE INTERFACES:** Identify which mobile devices will interface with proposed software and if they can be used wirelessly or must be manually synced.

**SECTION 18 - MODULARITY AND PHASED APPROACH:** The system must be modular in design so that new application components can be integrated with the system to accommodate a phased implementation and take advantage of new technological advances. Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality.

Describe your approach to phasing in the applications in Section 1.5, including the order they would be implemented, how they would be grouped and the reason for that order. Explain the level of redundant data entry processes necessary during a phased implementation and the potential impact on staff resources.

A phased approach would require that newly implemented applications be able to interface with applications that have not yet been converted. Describe how this would be handled, if applicable.

**SECTION 19 - PRIME CONTRACTOR RESPONSIBILITIES:** The City will consider the vendor to be the Prime Contractor and sole point of contact with regard to contractual matters including the performance of services and payment of charges resulting from the lease or purchase of software. The vendor(s) selected for this project assumes and accepts responsibility for all of its subcontractors, vendors, employees and agents and all work and product necessary to successfully complete this project.

The responsibilities of each subcontractor, vendor and agent that the vendor intends to employ to accomplish the project should be clearly identified. All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated. For each third-party product or service provider, there should be a statement about whether the vendor's contract will or will not encompass the third party product/service and/or whether the City will have to contract on its own for the product.

**SECTION 20 - ADDITIONAL INFORMATION:** Proposers may use this section to include additional information about their products and services not covered in other sections of the proposal such as conference information, documentation, newsletters, or published case studies.

### 3.0 Response Requirements and Conditions

#### 3.1 Proposal Response Instructions: The Proposal must be received no later than 5:00 PM (PST) on October 6, 2020 at the following address:

Mike Crocker, City of Junction City  
680 Greenwood  
Junction City, OR 97448

Proposals are to be mailed or hand-delivered to the contact person address above. The following information should be clearly stated in the body of the email:

- Name of the Vendor
- Project title: "Software, Implementation and Training Services for Integrated Financial Management, Utility Billing and Human Resources System"

Please note the following as part of the submittal process:

- Submission of the proposal constitutes acceptance by the vendor of terms, conditions, and requirements set forth herein and provides a guarantee that if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.
- If a proposer's RFP includes any information to be furnished that the proposer considers proprietary and is not required by law, and the proposer requests up front this information be held in confidence, the City will take reasonable efforts to maintain the confidentiality to the extent allowable under Oregon law, including whether the public interest would suffer by disclosure.
- Any exceptions to the specifications established herein should be listed in detail on a separate sheet and attached to the proposal. Exceptions to the RFP will not automatically eliminate the proposal from consideration.
- Proposals not conforming to the instructions provided herein will be subject to disqualification at the discretion of the City.
- Interested parties assume all responsibility for sending and confirming receipt of proposals. Vendors are encouraged to submit proposals several days in advance and to confirm that your proposal has been received. Late proposals may not be considered and may be returned unopened. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected. The City may accept or reject any or all proposals.
- Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

**Commented [DL17]:** Mike – Like I mentioned above, if the City doesn't have an electronic security policy and measures in place, submissions will have to be via email or hand delivery.

- Any proposals may be withdrawn prior to opening, pursuant to City Public Contracting Rule 137-047-0440.

**3.2 RFP Amendments/Addenda:** ~~If it becomes evident that this RFP must be amended, the City amends the RFP, the City will issue a formal written amendment/addendum in accordance with City Public Contracting Rule 137-047-0430 and post it to the City's website at \_\_\_\_\_.~~

**Commented [DL18]:** Enter website here.

**3.3 Rejection of Proposals:** The City reserves the right to reject any or all proposals in their entirety or to select certain application software from the proposals.

**3.4 Proposal Costs:** Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals providing additional information when requested by the City or for participating in any selection interviews.

**3.5 Proposal Review:** All documents submitted as part of the vendor's proposal will be deemed ~~confidential during the evaluation process~~ confidential until opening. All a proposer may mark portions of its response as "trade secrets" that may be kept confidential unless subject to disclosure under Oregon's Public Records Law. The City will not read responses to this RFP aloud during opening. Applicable information will be subject to public disclosure in accordance with applicable laws (including ORS Chapter 192 and the Freedom of Information Act) at award of contract, or cancellation of the RFP.

**Commented [DL19]:** I included the text of City Rule 137-047-0450 to provide some context on confidentiality requirements. The RFP can clarify that offers won't be read aloud at opening. Also, the RFP can instruct that portions of proposals can be marked as trade secrets and be kept confidential "subject to the public records law", the City can't offer a blanket assurance that full proposals will be kept confidential.

**3.6 Protests:** Requests for interpretations shall be submitted in the same manner as solicitation protests per City Rule 137-047-0730, but must be received at least ten (10) days prior to the date set for the opening of proposals. Proposers may submit a written protest to request a change to any provision or specification contained in the RFP by the date specified for questions and clarifications in Section 1.3. Each protest and request for change must include the reasons and any proposed changes to the RFP provisions or specifications.

**Receipt, Opening, and Recording of Offers; Confidentiality of Offers.**

(1) **Receipt.** A Contracting Agency shall electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The Contracting Agency shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If the Contracting Agency inadvertently opens an Offer or a modification prior to the Opening, the Contracting Agency shall return the Offer or modification to its secure and confidential state until Opening. The Contracting Agency shall document the resealing for the Procurement file (e.g. "Contracting Agency inadvertently opened the Offer due to improper identification of the Offer.").

~~Every proposer who submits a proposal shall be notified of its selection status for continuation to the demonstration phase. Any proposer who claims to have been adversely affected or aggrieved by the selection of a higher ranked Proposer must submit a written protest of the selection to the City official designated in Section 1.8 within seven (7) calendar days after the date of the selection notice. Protests submitted after this deadline will not be considered.~~

(2) **Opening and Recording.** A Contracting Agency shall publicly open Offers including any modifications made to the Offer pursuant to Rule 137-047-0440(1). In the case of Invitations to Bid, to the extent practicable, the Contracting Agency shall read aloud the name of each Bidder, and such other information as the Contracting Agency considers appropriate. However, the Contracting Agency may withhold from disclosure information in accordance with ORS 279B.055(5)(c) and 279B.060(6). In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, the Contracting Agency will not read Offers aloud.

Proposers may protest the procurement process or provisions of this RFP pursuant to City Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be emailed to Mike Crocker, Finance Director, at \_\_\_\_\_. Such comments shall be submitted to City no later than ten (10) days prior to the opening date. No comments will be accepted after that time.

**Commented [DL20]:** Mike – I revised these protest procedures to reflect those contained in the City's public contracting rules at 137-047-0730.

The award of the Contract shall constitute a final decision of the City to award the Contract, if no written protest of the award is filed pursuant to City Rule 137-047-0740 with the City within seven (7) calendar days from the notice of intent to award.-. If a timely protest is filed, the award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying a protest shall be sent to every proposer who provided an address. The City will not entertain a protest submitted after the time period established in this RFP.

~~After the notification of intent to award contract is released, proposers not selected can submit a written protest to the City official designated in Section 1.8 within seven (7) calendar days after the notification and may make an appointment to view the RFP files at the office of the City Recorder, 680 Greenwood, Junction City, OR.~~

**3.7 Local, State and Federal Compliance Requirements:** The vendor(s) must comply with all applicable laws, ordinances, and codes of the federal, state and county governments. It shall be the responsibility of the vendor to be knowledgeable of all laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to disqualification from the bid process.

**3.8 Insurance and Indemnification:** The vendor to whom the contract is awarded shall, within ten (10) business days from the date of receipt of properly prepared contract documents, deliver to the City the fully executed contract, along with required original insurance certificates ~~satisfactory to the City's Legal Counsel that meet the requirements of the contract documents. The insurance certificates shall cover all areas set out in the contract documents and shall be issued by a company licensed to do business in the State of Oregon which is acceptable to the City's Legal Counsel.~~ The insurance shall be maintained in effect for the term of the proposed project. ~~project (in the case of Professional Liability insurance the term of the proposed project shall mean its design life).~~ The certificates of insurance, except that for Professional Liability insurance, shall name The City of Junction City as additional insured. All insurance certificates shall provide for thirty (30) days' notice to the City of any cancellation of the insurance policy.

**3.9 Contract Requirements:** The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, Attachments, Exhibits, Proposer's Response, Clarifications, Addenda, and defined Statement of Work. All such materials constitute the Contract Documents.

Submittal of a proposal indicates the Proposer's intent to be bound by hereby agrees to accept the contract terms of the attached ~~Sample~~ Agreement, unless exceptions to the contract are submitted by the Proposer with their Proposal Response within the Introductory Letter. If Proposer does not provide written exceptions within the Introductory Letter and Proposer indicates exceptions after contract evaluations, City reserves the right to reject the Proposal and negotiate a contract with the next ranked Proposer, or find the Proposal Response non-responsive.

**Commented [DL21]:** Mike – While these details may be more appropriate for the contract, we can include them here in the RFP as an informational item as long as we ensure that the information here is consistent and does not conflict with the information in the contract.

The successful proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

The successful proposer shall provide, within thirty (30) days after receiving the bid award, a performance bond in an amount equal to 100% of the proposal price. Each proposer shall also submit a proposal bond with its proposal in the amount of five percent (5%) of the proposal price. The bond is to be furnished by the company who will provide the proposed software. Proposal bonds by salespersons, agents of the manufacturer, or persons or entities other than the manufacturer, are not acceptable.

**3.10 Reserved Rights:** The City reserves the right:

The City reserves the right:

- A. To reject any proposal not in compliance with all prescribed procedures and requirements.
- B. To reject for good cause any or all proposals upon the City's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a Contract is awarded shall default in executing said formal Contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the Contract to another proposer or proposers.
- H. To hold the three most responsive proposals and accompanying checks or bonds under consideration until the final award is made, provided that the City shall award the Contract within 30 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in accord with City Rule 137-047-0430(3).
- J. To negotiate additions or deletions to the scope of work.

**Commented [DL22]:** Mike – Performance and proposal bonds are recommended but not required. Delete this language if the City prefers not to require bonds.

**Commented [MC23R22]:** Deleted per CA

## PROPOSER'S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish the financial management, utility billing, and human resources software specified, in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

The Proposer, by his signature below, hereby represents as follows:

(a) That no officer, agent or employee of City of Junction City is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its officers, agents, or employees had induced him to enter into this Contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;

3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.

(d) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name, Title  
Name, Title  
Name, Title

Proposer [is / is not (circle one)] a resident proposer, as defined in ORS 279A.120. If not a resident proposer, proposer's resident state is \_\_\_\_\_.

Proposer hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached Contract and exhibits.

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this day \_\_\_\_\_ of \_\_\_\_\_, 2020.

Name of Firm: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Name of Corporation: \_\_\_\_\_

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

CONTRACT MANAGER:

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

Telephone number: \_\_\_\_\_

## 4.0 Evaluation

4.1 Evaluation Method and Criteria: The selection committee will open proposals at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2020 at \_\_\_\_\_. Evaluation of the proposals is expected to be completed within 30 days of the proposal's deadline. The selection committee will review

Commented [DL24]: Mike – We recommend including this response form that proposers will fill out as part of their proposals.

Commented [DL25]: Mike – Rule 137-047-0260(2)(a)(C) requires the RFP to include the time, date, and location of opening. Enter this information here.

proposals focusing on quantitative and qualitative criteria. The City will assign priority levels to information requested in the sections of the proposal as outlined in this RFP. Responses from the vendors will be used to calculate individual weighted average responses. Vendors with the top scoring proposals may be invited to provide demonstrations for City staff.

The capabilities of the software will be evaluated during the demonstrations. The resulting evaluations, along with the priority of each function, will be scored and reviewed by the selection committee.

Negotiations will take place with the top scoring finalists, and, if the negotiations result in a satisfactory agreement, a contract will be recommended to the City Council for review and approval. If negotiations are not satisfactory, the City will again review the proposals and identify a new finalist, or the City may discontinue the project or issue a new RFP. The software selected shall provide the most cost-effective approach that meets the City’s needs.

**4.2 Selection Criteria:** The intention of the City is to procure functionally complete, cost effective and integrated software applications. The criteria that will be used to evaluate proposals shall be as follows:

<b>Selection Criteria:</b>	<b>Maximum Points</b>
Quality, clarity and responsiveness of proposal in conformance with instructions condition and format contained herein.	15
Proposer’s qualifications and experience.	20
Ability to provide an integrated all-in-one system that includes the most modules.	20
Implementation strategy and timelines.	15
Cost and quality of software, including life expectancy, and implementation services, and proposed payment plans for project and maintenance costs.	15
Cost of on-going licensing and maintenance.	15
Timeliness, professionalism and responsiveness of on-going support.	25
Demonstrated performance of proposed system.	30
Demonstrated success in converting and integrating historical data from current database.	25
<b>TOTAL POINTS POSSIBLE</b>	<b>180</b>

## CITY OF JUNCTION CITY

### GOODS AND SERVICES CONTRACT

BASED UPON the Proposal submitted in response to the Request for Proposal for Integrated Financial Software and Associated Services, as issued and administered by City of Junction City ("City"), and [REDACTED] ("Contractor") hereby enter into a contract for the purchase of software and services in accordance with the specifications and proposal provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Contractor Proposal
- (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts

In the event of any conflict between the exhibits above, the terms of this Agreement shall control, followed by Exhibit A, then Exhibit C, then Exhibit B, in that order.

1. Term. The term of this Contract shall extend from its execution to project completion on or before ~~April 30, 2018~~, 2020, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. Scope of Work. Contractor shall provide all materials, software, installation and maintenance services, as specified in the Request for Proposals attached and incorporated as Exhibit A attached (Project).
3. Compensation.

~~3.1~~ 3.1 Software Payment. Contractor shall complete Project as defined above and in the attached exhibits for a maximum not to exceed total fee of \$ [REDACTED]. Said amount shall be paid as follows: \$ [REDACTED] paid by City to Contractor for software upon delivery and City verification and acceptance, if satisfied, in City's sole discretion. Services in an estimated total amount of \$ [REDACTED] to be paid as performed and invoiced monthly.

~~3.23.1~~ Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.

~~3.33.2~~ Service Payments.

- a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty

(30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full installation of the system, and the system has passed a City performance test.

**Commented [DL26]:** Mike – Just want confirming here that the City desires this 5% retainage provision and that it isn't just a holdover from the agreement that you adapted for this project. Delete this language if the City does not desire the 5% retainage.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for the sale, installation, and operation of the software by Contractor.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate.

If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for software installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

8.1. If terminated under ~~paragraph Section 7~~ by City due to a breach by Contractor, City ~~may complete the work either itself, by agreement with another contractor, or by a combination thereof~~ may purchase substitute software to perform the services described in Exhibit A. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under Section 3.1 of this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2. In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3. If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4. City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the software and services City is purchasing.

10. ~~Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per week, outlining the Project progress, issues of concern and budget status.~~

**Commented [DL27]:** Mike – Does the City desire weekly reports or is this a holdover provision from the form you started with? The City can choose whether to require these reports, but they may be less useful for a situation like this, where delivery and installation of the software make up most of the work under the agreement.

**Commented [MC28R27]:** Deleted per City Administrator

11. Change Orders. Contractor and City reserve the right to order changes to the software and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. Shipping. ~~Any s~~Shipping and handling charges required to perform services under this Contract will be paid by Contractor.
15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

CONTRACTOR:

City of Junction City	_____
_____	_____

Phone: (541) _____	Phone: _____
Fax: (541) _____	Fax: _____

16. Warranty. ~~Contractor's warranty is as stated within Exhibit B~~. Contractor further warrants that all materials, software, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and software shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.
17. Insurance. Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate:	\$ _____	minimum
Each Occurrence:	\$ _____	minimum

**Umbrella/Excess Liability Insurance:**

Aggregate:	\$	<u>minimum</u>
Each Occurrence:	\$	<u>minimum</u>

**Commented [DL29]:** Mike – We recommend setting required insurance types and amounts prior to RFP issuance, after running them past the City’s insurance carrier.

Contractor shall: (a) provide the City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) ensure that all policies provide a 30-day notice of cancellation to the named insured.

18. **Indemnity.** To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City, its officers, agents, and employees harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor’s violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.
19. **Force Majeure.** This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as -defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. **Independent Contractors.** It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. **Assignment.** Contractor shall not assign or subcontract any of its obligations under this Agreement without City’s prior written consent, which may be granted or withheld in City’s sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City’s consent to any assignment or subcontract shall not release

Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
25. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645, 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

29. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this Agreement, and this Agreement will be construed as if the invalid provision had never been included in this Agreement.

29.30. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

30.31. Interlocal Purchasing Statement. The City grants to any and all public serving governmental agencies, authorization to purchase equivalent product or products described herein at the same submitted unit bid prices, but only with the consent of the Contractor awarded the Contract by the City. The prices contained herein are valid to [redacted], [redacted] and extendable at the option of Contractor. Any City purchasing pursuant to this cooperative purchasing Contract will enter into its own mutually agreeable terms and conditions and service quotation with Contractor.

CITY:

CONTRACTOR:

CITY OF JUNCTION CITY

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

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

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

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

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

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

## EXHIBIT C

### ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS

#### FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies 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).
- (6) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

**Commented [DL30]:** Mike – This language includes our updated ORS 279B provisions for goods and services contracts.

- (7) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (8) The Contractor must give notice to employees who work on this 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 the days per week that the employees may be required to work. ORS 279B.235(2).
- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a

nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

## **EXHIBIT A**

### **ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES**

~~Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).~~

~~Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).~~

~~Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).~~

~~Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).~~

~~Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies 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).~~

~~Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq. ORS 279B.235(3).~~

~~The Contractor must give notice to employees who work on this 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 the days per week that the employees may be required to work. ORS 279B.235(2).~~

~~All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).~~

~~All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.~~

~~The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms. Public Contracting Rule 137-049-0200(1)(b)(A).~~

~~Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.~~

~~Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.~~

~~Contractor may not assign this contract, delegate its duties, or subcontract these services without prior written approval from Contracting Agency. Public Contracting Rule 137-047-0260(2)(f).~~

F:\1Clients\Muni\Junction City\FINANCE\Finance 2020-2021\RFP AGT Final Finance Software  
Competitive Proposal ORS 279B DL 082520.docx

DRAFT

# Request for Proposals (RFP)



**Software, Implementation and Training Services**

**For**

**Integrated Financial Management, Utility Billing, and Human Resources System**

**For**

**City of Junction City, Oregon**

Release Date: \_\_\_\_\_, 2020

Due Date & Time: \_\_\_\_\_, 2020 5:00 PM

Opening Date & Time: \_\_\_\_\_, 2020 \_\_\_\_\_ a.m./p.m.

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DRAFT

**Publish this advertisement at least once  
in a newspaper of general circulation at  
least 30 days before closing.**

## **REQUEST FOR PROPOSAL**

Pursuant to ORS 279B.060 and City Public Contracting Rule 137-047-0260, governing competitive sealed proposals, City of Junction City (City) will receive sealed proposals no later than [REDACTED] p.m. on [REDACTED], 20[REDACTED], at [REDACTED], to provide software for financial management, utility billing, and human resources. No proposals will be received or considered after this time. Contract terms, conditions and specifications shall be available for review at the City Finance Office at \_\_\_\_\_ from [REDACTED], 20[REDACTED] to [REDACTED], 20[REDACTED]. No pre-proposal conference will be held.

Sealed proposals shall be mailed or hand delivered to Mike Crocker, Finance Director at the address above. Proposal opening is scheduled for [REDACTED] p.m., on [REDACTED], 20[REDACTED], at the City's Finance Office, address above. The City may cancel this RFP or reject any proposal not in compliance with all prescribed public solicitation procedures and requirements, and may reject any or all proposals, in whole or in part, upon a finding that it is in the best interest of the City to do so, per ORS 279B.100. The City may waive any and all informalities in the public interest. No prequalification for proposers is required.

To request an RFP packet or for more information, contact Mike Crocker, Finance Director for the City at the email address above.

DATED this [REDACTED] day of [REDACTED], 20[REDACTED]

## 1.0 RFP Introduction

**1.1 Introduction:** The City of Junction City (“City”) is soliciting proposals from qualified firms for a full range of financial management and human resources applications that include software, implementation services, ongoing training, and technical support. Ideally, the City would like to acquire these software modules as one integrated solution from one vendor. The City expects to achieve substantial gains in productivity, efficiency, and accuracy through the implementation of a new system. In addition, the City seeks to minimize internal support costs by utilizing technology.

**1.2 About the City:** The City has an estimated population of 6,170. City services include Police, Water, Sewer, Sanitation, Streets, Finance, Administration, Court, Building Permits, Planning, Library, Community Center, Senior Center, Pool, Parks and Internal Services. The City currently has approximately 51 employees.

The City’s most recent budget and audited financial reports can be found on the City’s website at [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov).

The City has been using Springbrook software for over 20 years. There are currently 7 active users. However, if the new software sought under this RFP provides employee self-serve capabilities and user-friendly online authorizations, the number of users may increase.

This RFP and additional information about the City can be found on the City’s website at [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov).

**1.3 Scope and Timeline:** The City is seeking proposals for an integrated system that will include software implementation services, ongoing training, and technical support. Below is the timetable that has been set for this project. No pre-offer conference will be held.

<b>September 1, 2020</b>	Release of RFP
<b>September 15, 2020</b>	Deadline for Vendor Questions / Requests for Clarification
<b>September 22, 2020</b>	Responses to Vendor Questions Published on City Website
<b>October 6, 2020</b>	Proposals Deadline – 5:00 PM PST
<b>October , 2020</b>	Open Proposals - __:00 AM/PM PST
<b>October 8 to October 20, 2020</b>	Review, and Rate Proposals
<b>October 27, 2020</b>	Select Top Vendors for Demonstrations
<b>November 2 to 17, 2020</b>	Demonstrations (via Web) and Site Visits (if requested)
<b>December 4, 2020</b>	Notice of Intent to Award Contract, Beginning of Protest Period
<b>December 11, 2020</b>	End of Protest Period
<b>December 3, 2020</b>	Finance Committee Review and recommendation
<b>December 8, 2020</b>	Council Review and Approval of Proposed Contract

**1.4 Project Summary:** Procurement of a quality integrated software system with comprehensive installation and training services, and ongoing

maintenance and support. The City seeks applications that can provide best practices and improve efficiencies in the City's current processes. A desirable system will simplify, standardize, and optimize business processes and support continuous improvement on business processes. The selected vendor must meet the highest standards prevalent in the industry most closely associated with the goods and/or services required under this RFP and the resulting contract.

### **Software Applications**

The following list of software modules is anticipated to meet the requirements of this RFP, but additional modules or applications may be recommended by the vendor(s) as well:

#### **Financial Management**

- General Ledger
- Budget Management
- Annual Budget Preparation
- Accounts Payable
- Revenue/Cash Receipting
- Utility Billing
- Project and Grant Tracking
- Accounts Receivables
- Bank Reconciliation
- Purchasing
- Requisition Processing
- E-Payments
- Finance Analytics and Dashboards
- Reporting

#### **Payroll/Human Resources Management**

- Scheduling and Time & Attendance
- Payroll Processing
- Oregon pension reporting
- Electronic Time Entry and Approval
- Position Control
- Position Budgeting
- Applicant Tracking
- Employee Life Event Tracking
- Personnel Action Processing
- Benefits Administration
- Leave Management
- Performance Management
- Training & Certification Tracking
- Employee Self Service
- Human Resources/Payroll Analytics/Dashboards

### **Special Objectives**

In addition to determining how the software meets the City's financial, utility billing, payroll and human resources processing requirements, the City will also be evaluating on a set of special objectives listed below. Each vendor submitting a proposal should include information on how their solution will address these objectives and, if so, provide some detail in their proposal. The vendor should be prepared to demonstrate the stated functionality during a live demonstration.

### **Financial Management**

- Paperless Invoice Payment Processing
  - ♦ The current process involves paper vouchers and invoice copies produced by the departments and routed to several approvers and reviewers. The City seeks a software solution to eliminate most of the paper in the process and apply automation to the approval workflow.
- Distributed Budget Development
  - ♦ The City utilizes a distributed process for collecting data to create a requested budget. The City seeks a solution supporting the distributed collection of budget requested data. The solution should encourage those providing data to be as detailed as possible. The solution should support the information needs of the data entry process (i.e. reporting, historical data, etc.)
- Flexible and Comprehensive Reporting Features
  - ♦ The City currently is required to use third-party software to accomplish basic reporting and budget. The solution should support efficient, user-friendly reporting, import and export functions. The solution is expected to include standardized reports and templates.

### **Payroll/Human Resources Management**

- Employee Self-Service Portal
  - ♦ Frequent employee requests include copies of paystubs and W-2's, desires to update their W-4 information, or requests to change personal data. The current process for both the request and response is a manual process requiring City staff to facilitate the request. The City seeks a solution whereby the employees have access to personal pay and tax information on their own. The employee should be able to asynchronously submit requests for changes to their personal data and know their request is being serviced.
- Paperless Payroll/HR Processing
  - ♦ The current process involves paper timesheets for payroll processing and paper documents for HR changes. The City seeks a software solution to eliminate most of the paper in these processes and apply automation to the approval workflow.

### **System Functions**

- Audit Trail
  - ♦ The systems should support the auditing to all access, reads, writes, and changes to system data and configurations.
- Process Controls
  - ♦ The system should provide edit controls to prevent incomplete or incorrect data from being processed.
- System Security Controls

- ♦ The system should prevent unauthorized access to the database, maintain database process controls, log all database transactions and allow for effective user and user group controls.
- Records Management
  - ♦ The system should have a records management component that includes retention, retrieval, and destruction of records to efficiently manage records into the future in accordance with Oregon Revised Statutes.
- User Security Setup and Configuration
  - ♦ The system should be capable of limiting access to application software screens and data element fields based on individual roles and user credentials.
- Mobile Access
  - ♦ Many City employees are away from their offices for a majority of their work day. The City seeks a solution that facilitates alternate access beyond laptops and desk top computers including tablets and cell phones.
- Direct Deposit Data Export Interface
  - ♦ The City currently exports data from payroll to upload to our financial institution for direct deposit. The solution must include the ability to support exporting payroll information for direct deposit.
- Export W-2 Data
  - ♦ The City currently exports W-2 data from payroll for upload to State and Federal agencies. The solution must include the ability to support exporting W-2 data.
- Export of Quarterly Payroll Data
  - ♦ The City currently exports quarterly payroll for upload to State and Federal agencies. The solution must include the ability to support exporting quarterly payroll information.
- Export of Retirement Data
  - ♦ The City currently exports retirement data from payroll for upload to the State of Oregon. The solution must include the ability to support exporting retirement payroll information.
- Export of Positive Pay Data
  - ♦ The City currently exports Positive Pay data to transfer to our financial institution. The solution must include the ability to support exporting Positive Pay information.
- Local Server Based Solution
  - ♦ The City is seeking a local server based solution.

## **Reporting**

- Report Automation and Data Access
  - ♦ The City currently produces reports centrally in either paper or electronic form and distributes the reports manually. Access to data in a form that supports analysis is limited. The City seeks a solution that allows employees with appropriate authority to self-generate reports or extract financial data in tabular form (i.e. for analysis in Excel)
- Financial Dashboards
  - ♦ The City seeks a solution that provides employees with appropriate budget at-a-glance information relating to financial status and performance.

**1.5 Current Functional Statistics:** The following table contains data about the City’s current operations by function. Vendors should refer to this table when responding to the business requirements.

General Ledger

Number of Funds	30
Number of Departments	5
Number of Divisions	18
Number of Cash Accounts	6
Number of Bank Codes	6
Number of Accounting Periods	12 + year end periods
Fiscal Year	July 1 – June 30

Accounts Payable

Number of Checks Annually	1,700
Frequency of Check Runs	Bi-Weekly
Vendors	2,500 to 3,000

Budgeting

Number of funds budgeted	29
Budget frequency	Annual
Fiscal Year	July 1 – June 30

Payroll

Pay Frequency	Monthly
Pay Period	Adjusted calendar month
Pay Dates	5th
Number of Direct Deposits	50 per month
Number of Checks	2 per month
Number of W-2’s	100
Number of employees	51
Number of pay codes	70

Projects/Grants

Number of projected projects codes	10 to 15 annually
Projects cross fiscal years	Yes
Projects cross funds	Yes

Human Resources

Number of Departments	5
Number of Unions	2
Number of Classifications	34
Number of Pay Step Variations	5 to 6
Number of Employee Types	4
Number of Benefit Plans	8

**1.6 Current Processes:**

Many of the existing processes are manual and one of the goals is to develop more efficient practices with better levels of control in an electronic environment. A number of current processes generate duplicated efforts throughout a functional area, and it would be beneficial to eliminate those.

## **Financial**

- The City's current **accounts payable process** does not use purchase orders on a system wide basis although some departments use their own internal purchase order and requisition forms. All routing of documents and approvals are performed on a manual basis. Paper documents are stored by vendor and pay date in a central location in Finance.
- **Credit card payments** are accepted by a number of City departments including, Finance, Court, Utility Billing, Police, Building, and Planning. Some of these points of sale are facilitated by independent software systems. This RFP is not intended to replace any independent systems, but to develop integration with them and the financial software system.
- The **payroll approval process** entails departments submitting paper time sheets grouped and summarized by a staff person. Time is entered on each time sheet by the employee. The timesheet is signed by each employee and their supervisor or department head. Timesheets of appointed department heads are approved by the City Administrator. Employee's time and any updates or changes are entered by Finance into the payroll hours entry screens. Paper payroll check stubs for all employees are distributed on payday each month.
- **Management Reporting** is accomplished using an outside manual process using Excel. Data is exported and manually manipulated for importing into Excel where standardized reporting formats are maintained.
- **Budget** processing and reporting is maintained outside of the finance management software. The City wishes to incorporate much of the schedules and entry into an integrated automated system to improve accuracy, internal control, availability to staff and replace the manual process that is currently used.
- **Audit** workpaper preparation and analysis requests are mostly prepared with a manual process. The current system will process account queries, but any reporting and analysis requires manual processing usually in Excel.

## **Human Resources**

- The **life cycle** of an employee is processed through a series of personnel actions manually created, processed and entered into the current system for processing.
- **Benefit processing** is manual and limited in functionality. Benefit processing is dependent on systems provided by the vendors. It is not integrated with other systems or logic. It provides tracking of information by benefit code which is extracted and manipulated manually for reporting or use.
- **Human Resources** currently utilizes separate manual systems to track performance evaluations, training, and other processes. Any reporting for human resource items is based on a manual process.

**1.7 Inquiries:** Inquiries concerning this procurement, including questions related to technical issues, are to be directed to:

Mike Crocker, Finance Director  
mcrocker@ci.junction-city.or.us  
541-998-4760 or 541-852-3330

City of Junction City  
680 Greenwood  
PO Box 250  
Junction City, OR 97448

Proposers may review hard copies of this RFP at [REDACTED]. Proposers are directed specifically **not** to contact any other staff members other than specified personnel identified above for any purpose. Unauthorized contact of any City personnel may be cause for rejection of the proposer's RFP response.

Vendors submitting the questions/requests will be responsible for prompt delivery of those questions/requests to the City official designated in this section. Any change in the RFP will be made only by written addendum, duly issued by the City and posted on the City's website at [REDACTED]. It is the vendor's responsibility to ensure that this website is reviewed for RFP changes prior to the deadlines for submission of the proposals. The City will not be responsible for any other explanations or interpretations of the RFP.

All questions concerning the RFP should reference the RFP page number, section heading and paragraph and be stated as concisely as possible. Questions must be received in writing or via email by no later than **September 15, 2020**. No officer, agent or employee of the City will accept verbal questions about this RFP.

All questions and responses affecting the content of this RFP will be provided via posting on the City's website on **September 22, 2020**.

**1.8 Selection Process:** In an effort to reach the best solution possible for the City of Junction City, a four-step selection process has been developed consistent with the requirements of Oregon Revised Statutes and the City's Public Contracting Rules for Competitive Sealed Proposals.

- Step one involves the submission and evaluation of initial proposals from vendors. The highest scoring vendors from the evaluation of proposals will be selected to advance to the next step of the process.
- Step two of the process will entail a series of City scripted demonstrations by each remaining vendor of various functions for each proposed system. Representatives of the City may also choose to request to visit client references to observe the applications in a working environment. Demonstrations will be evaluated by the selection committee to determine the proposals that will best meet the needs of the City. Once evaluation of the demonstrations is complete, one or more vendors will advance in the process for contract discussion.
- Step three will focus on each vendor's best and final offer, and will include a thorough understanding of deliverables with contract terms and timelines. Finalists will emerge and move into the final step of the process.
- Step four will include the final negotiation of a contract.

If a satisfactory agreement on the final negotiation cannot be reached, the City may go back to review the proposals in order to choose another finalist. Once negotiations have been successfully conducted, a recommendation to authorize the signing of a contract shall be presented to the City of Junction City Council for approval.

## 2.0 Proposal Format and Instructions

**2.1 Proposal Format:** Proposals should be assembled following the format requirements below. Failure to follow the proposal format requirements may result in disqualification. Vendors must submit the proposal in a sealed package as described in section 3.1.

If revisions become necessary to the RFP, the City will provide addenda by posting on the City's website at [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov). It is the responsibility of proposers to check the City's website periodically while preparing the proposal to ascertain whether any addenda have been issued.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the bidder's capabilities to satisfy the requirements of the RFP. Brevity is preferred. Emphasis should be on accuracy, completeness, and clarity of content. The proposal should include the following items clearly labeled:

Section	Title
	Title Page
	Letter of Transmittal
1	Executive Summary
2	Vendor Background and Qualifications
3	Client References
4	Software Descriptions
5	Functional Requirements
6	Recommended Hardware and Operating System Requirements
7	Project Costs
8	Key Categories
9	System Procurement Options
10	Database Conversion Services
11	Customization Capabilities
12	Reporting
13	Implementation Plan
14	Training and Documentation
15	Maintenance, Support Services and Enhancements
16	Modularity and Phased Approach
17	Prime Contractor Responsibilities
18	Additional Information

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

**INTRODUCTION:** The title page, letter of transmittal and table of contents should be included in this section.

- a) **Title Page** - Indicate the RFP subject, name of the vendor(s), address, telephone number, email address, and the date. Proposer shall acknowledge any addenda issued on the City's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.
- b) **Letter of Transmittal** - Provide a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the services requested in this RFP.

**SECTION 1 - EXECUTIVE SUMMARY:** Provide a concise overview highlighting the proposal in two pages or less. Address how your proposal will meet the City needs in a cost-effective manner.

**SECTION 2 - VENDOR BACKGROUND AND QUALIFICATIONS:** Provide narrative responses to the following, including any necessary documentation, for each item listed below.

- a) State the number of years the vendor has been in the public sector business. Indicate the number of clients for public sector.
- b) Provide a chronology of the company's growth, heritage, staff size and ownership structure.
- c) Indicate whether the business is a parent or subsidiary in a group of companies.
- d) State if this company has ever been purchased by another company or acquired because of a merger or acquisition. If it has, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
- e) State whether the company has had a workforce reduction in the last 5 years. If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.
- i) Describe how the company measures customer satisfaction for software applications and customer service and support, and how issues with customer satisfaction are resolved.
- j) Describe the company's commitment to research and development for the specific applications being proposed.

**SECTION 3 - CLIENT REFERENCES:** Vendors should include a list of their local government clients in Oregon. In addition, provide a list of at least five (5) references, with current contact information, similar in size and complexity to the City, that have implemented the proposed system within the past five (5) years in a comparable computing environment and are utilizing a recent version of the proposed software. Please inform references they might be contacted by the City.

**SECTION 4 - SOFTWARE DESCRIPTIONS:** Provide narrative descriptions of the proposed software applications. Refer to Section 1.5 Project Summary for the list of applications and

special objectives to be addressed. If the application is not specifically listed in Section 1.5, include a statement of the benefits the application will provide to the City.

**SECTION 5 – FUNCTIONAL REQUIREMENTS:** Utilizing the list of functions in Section 1.5 - Project Summary, indicate if the function is not available, available with a custom modification, or available as a standard function.

**SECTION 6 - RECOMMENDED HARDWARE AND OPERATING SYSTEM REQUIREMENTS:** Present, in detail, the recommended hardware required to utilize the proposed software.

List the operating system software required to support the recommended computing environment and any additional vendors' software products and typical licensing requirements to support the proposed application software.

Note: The vendor(s) must propose and install the software required to support the applications installed.

Fault tolerant equipment is not required, however, "high availability" is desired (i.e., a system design protocol and associated implementation that ensures a certain degree of operational continuity during a given measurement period).

Third-party equipment required to complete the proposed configuration is to be provided and installed by the vendor(s).

**SECTION 7 - PROJECT COSTS:** Provide a fixed price proposal to perform the requirements described in this RFP, within the time specified by the initial project implementation plan. Pricing should be broken down for separate tasks and deliverables listed in the project plan. If there are other project costs, exceptions, exclusions or alternates, provide that information along with a further explanation of how those affect the project price on a separate page.

- Include prices for all software, services, and additional costs to acquire all software and services referenced in the proposal, including third-party prices.
- Provide the cost of implementation and estimated 5-year cost of ownership.
- Do not use "To Be Determined" or similar annotations for cost estimates. The City is asking vendors to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Vendors may submit additional pricing sheets as an addendum.
- The City reserves the right to contact vendors on price and scope clarification at any time throughout the selection and negotiation process.

By submitting this cost proposal, the vendor represents and declares that it has carefully examined this RFP, all project requirements, project conditions (including hardware, software and physical conditions) affecting the performance of the work and that if its proposal is accepted, the vendor(s) will fully satisfy the requirements of this RFP at the price stated. Every vendor must describe the licensing structure (i.e., based on number of users, number of citizens,

etc.) and document the complete costs for licensing, installation and ongoing support of their proposed systems. Provide as much detail as possible.

**SECTION 8 – KEY CATEGORIES:** Each vendor’s cost proposal should include detailed information on the items identified in Section 1.5 - Project Summary, in the following key categories:

- 1) Software licensing fees
  - a) Include pricing for database servers, client licenses, web licenses, report generators, third-party software (if any), and add-ons or toolkits that maybe required to facilitate full use of the proposed system
  - b) Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external internet user(s), query versus user, etc.)
  - c) Identify how costs are determined for adding additional users after the initial purchase
- 2) Training fees for each application and supporting programs (reporting programs, etc.)
- 3) System software and any specialized hardware required for software applications
- 4) Implementation services divided into:
  - a) Project Management
  - b) Technical services
  - c) Parallel testing/production user assistance
  - d) Data conversion/migration
  - e) Other anticipated costs (travel, etc.)
- 5) Annual maintenance fees and costs of future upgrades

**SECTION 9 - SYSTEM PROCUREMENT OPTIONS:** Include any procurement options available in the proposal. Identify the benefits to the City offered by any recommended acquisition method.

**SECTION 10 - DATABASE CONVERSION SERVICES:** Indicate if the proposed system is able to utilize accumulated data from the systems currently in place. The migration from the existing systems would include any necessary data conversion and importation from current systems to provide historical data views. Include the cost of these services in your response to Section 7.0 - Project Costs.

As part of these services, the vendor(s) would be responsible for the accurate documentation of the current location, file, field, and library names, and the accurate conversion of the historical data from the current software databases, and for writing and executing all necessary conversion programs. The City will make all necessary data available to the vendor(s) to perform this data conversion effort.

Discuss in detail any prior experience converting specific modules of Springbrook software to the proposed software, identifying any module / files that have not been successfully converted from Springbrook software. For the purpose of this proposal the proposer should assume that the conversion will include a minimum of ten (10) years of historical data.

**SECTION 11 - CUSTOMIZATION CAPABILITIES:** Provide descriptions of the customization capabilities including the ability to add fields and tables.

**SECTION 12 - REPORTING:** Reporting capabilities should be integrated and intuitive, and be able to generate accurate, easy to use, well-developed reports. The reporting solution should quickly query application databases and provide custom reports

- 1) Describe the data modeling and the reporting capabilities of the system being proposed. Include the level of user expertise necessary to independently create reports and whether or not they can be saved, shared and imported directly into other products (i.e. Microsoft Excel or Adobe PDF format).
- 2) The reporting and modeling capabilities of the system should include, but not necessarily be limited to, financial analysis, budget forecasting, budget preparation, budget to actual monitoring, retrieval of historical data, pre-scheduled reporting and graphical representations of data and reports. Indicate if the system is capable of delivering reports to individuals throughout the organization, and printing professional checks and invoices.
- 3) The City wishes to obtain a reporting program that helps us systemize and speed the development of reports for management-level employees and elected decision makers. Describe how your organization's reporting package can support these efforts.
- 4) Provide a short description of how your company's reporting solution can meet the reporting requirements of the Government Accounting Standards Board and develop Comprehensive Annual Financial Reporting statements.

**SECTION 13 - IMPLEMENTATION PLAN:** This section should address all key phases including, but not limited to, project planning, installation, configuration, data conversion, testing, rollout, and support. The implementation plan should include the following information and necessary documentation for each item listed:

- a) An overview of services proposed for analyzing the City's existing business processes and how they will translate into the proposed system
- b) The critical path schedule, including a description of each proposed phase, milestone and associated deliverable
- c) Contract time in calendar days from 'Notice to Proceed' to 'Notice of Completion'
- d) Critical meetings
- e) Proposed phases
- f) Deliverable due dates
- g) Detailed tasks
- h) Task owner(s)
- i) Detailed project planning process/methodology
- j) Organizational change management methodology
- k) Project risk management/mitigation
- l) Conversion support plan
- m) A table listing City staff assignments and proposed labor hours for all tasks
- n) A table listing vendor staff assignments and proposed labor hours for all tasks
- o) Project dependencies

Pricing for implementation services should include all costs associated with a successful and complete installation and configuration of the system, and all associated implementation tasks.

The City acknowledges that some software companies partner with implementation specialists for technical and training supports. This practice is acceptable. However, the vendor(s) shall disclose the legal name of those companies providing supplemental support and describe the services each third-party implementation company provides.

**SECTION 14 - TRAINING AND DOCUMENTATION:** The City believes that thorough training is necessary for the success of the system implementation.

Describe your proposed training program for system users and system administrators along with documentation that is included (i.e., training manuals, technical manuals, user guides, data element dictionary, and context-sensitive online help text with customizable screens). The vendor(s) must have or establish and implement a training program to teach the skills and knowledge necessary to effectively use the technology being proposed.

Once the system is installed, the vendor will be required to provide advanced training for both end users and system administrators within approximately ninety (90) days after final system acceptance. Trainers shall be experienced and knowledgeable in the specific application software they are teaching and shall be familiar with the installation and implementation at the City of Junction City and train for the City's system as implemented. The City may request a replacement trainer if, in the opinion of the City, there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions. The City will be entitled to withhold payment until a makeup session with a qualified trainer can be completed.

The vendor(s) must provide a detailed plan for training. This information should include:

- a) Overview of the proposed training plan and strategy, specifying how and when training is to be delivered for the core project team, end users, and technology personnel.
- b) Provide descriptions of classes/courses proposed in the training plan. Vendor should specify the unit of measure for its training (i.e., units, classes, days, etc.) and define the hours associated with these units of measure. The vendor must be very clear about exactly what training courses are included in the cost of the proposal and which personnel should be involved (i.e., finance, payroll, cashier, etc.)
- c) Training should include a written overview of task sequences.
- d) Provide options on locations, frequencies, topics, and budget estimates for ongoing training.
- e) Describe any operating and maintenance manuals that will be provided, including how those would be accessed by end users, and provide a sample of the formats of those documents.

**SECTION 15 - MAINTENANCE, SUPPORT SERVICES AND ENHANCEMENTS:** The vendor(s) will be responsible for providing ongoing user and technical support during the City's normal business hours, which are 7:00 AM to 5:00 PM, Pacific Time, Monday through Friday, with after-hour emergency support available. Weekend support may be required when upgrading

to new versions or applying upgrades/enhancements. The support must be available in a variety of areas including, installing and configuring product updates, addressing product inquiries and product errors in a timely manner, providing documentation for product upgrades and using client feedback to determine product enhancement priorities. Please include a copy of a support and maintenance agreement and an internal support staffing plan.

The City desires to partner with a technology company providing top-quality customer services. Provide information about the support your organization provides, including:

- a) Phone and web-based help, including the hours available
- b) Tracking system for ensuring requests are promptly addressed
- c) Problem reporting and resolution procedures
- d) Frequency and delivery mechanism for new software releases
- e) Notification and delivery method for bug fixes and patches
- f) Available user groups
- g) Other support

Define any service level options and/or disclose which services are included in the annual maintenance fees and which are optional.

The vendor(s) should disclose how it solicits feedback from its customers and incorporates the information into the software. Describe the testing process for patches, updates, and releases.

**SECTION 16 - PROCESS CONTROLS AND SYSTEM SECURITY:** The system should provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence.

Describe the system security controls in place to prevent unauthorized access to the database, maintain database process controls, and log all database transactions. In addition, describe how the system limits access to application software screens, data elements, and the contents of data elements based on individual roles.

The vendors should include a detailed description of the proposed system's security model; including the type of intrusion monitoring that is contained/enforced to limit possible threats. Describe the security setup and configuration process, along with the ongoing maintenance and support requirements for the City.

**SECTION 17 - MOBILE DEVICE INTERFACES:** Identify which mobile devices will interface with proposed software and if they can be used wirelessly or must be manually synced.

**SECTION 18 - MODULARITY AND PHASED APPROACH:** The system must be modular in design so that new application components can be integrated with the system to accommodate a phased implementation and take advantage of new technological advances. Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality.

Describe your approach to phasing in the applications in Section 1.5, including the order they would be implemented, how they would be grouped and the reason for that order. Explain the

level of redundant data entry processes necessary during a phased implementation and the potential impact on staff resources.

A phased approach would require that newly implemented applications be able to interface with applications that have not yet been converted. Describe how this would be handled, if applicable.

**SECTION 19 - PRIME CONTRACTOR RESPONSIBILITIES:** The City will consider the vendor to be the Prime Contractor and sole point of contact with regard to contractual matters including the performance of services and payment of charges resulting from the lease or purchase of software. The vendor(s) selected for this project assumes and accepts responsibility for all of its subcontractors, vendors, employees and agents and all work and product necessary to successfully complete this project.

The responsibilities of each subcontractor, vendor and agent that the vendor intends to employ to accomplish the project should be clearly identified. All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated. For each third-party product or service provider, there should be a statement about whether the vendor's contract will or will not encompass the third party product/service and/or whether the City will have to contract on its own for the product.

**SECTION 20 - ADDITIONAL INFORMATION:** Proposers may use this section to include additional information about their products and services not covered in other sections of the proposal such as conference information, documentation, newsletters, or published case studies.

### 3.0 Response Requirements and Conditions

#### 3.1 Proposal Response Instructions: The Proposal must be received no later than 5:00 PM (PST) on October 6, 2020 at the following address:

Mike Crocker, City of Junction City  
680 Greenwood  
Junction City, OR 97448

Proposals are to be mailed or hand-delivered to the address above. The following information should be clearly stated in the body of the email:

- Name of the Vendor
- Project title: “Software, Implementation and Training Services for Integrated Financial Management, Utility Billing and Human Resources System”

Please note the following as part of the submittal process:

- Submission of the proposal constitutes acceptance by the vendor of terms, conditions, and requirements set forth herein and provides a guarantee that if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.
- If a proposer’s RFP includes any information to be furnished that the proposer considers proprietary and is not required by law, and the proposer requests up front this information be held in confidence, the City will take reasonable efforts to maintain the confidentiality to the extent allowable under Oregon law, including whether the public interest would suffer by disclosure.
- Any exceptions to the specifications established herein should be listed in detail on a separate sheet and attached to the proposal. Exceptions to the RFP will not automatically eliminate the proposal from consideration.
- Proposals not conforming to the instructions provided herein will be subject to disqualification at the discretion of the City.
- Interested parties assume all responsibility for sending and confirming receipt of proposals. Vendors are encouraged to submit proposals several days in advance and to confirm that your proposal has been received. Late proposals may not be considered and may be returned unopened. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected. The City may accept or reject any or all proposals.
- Submittal of a proposal in response to this RFP evidences proposer’s agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

- Any proposals may be withdrawn prior to opening, pursuant to City Public Contracting Rule 137-047-0440.

**3.2 RFP Addenda:** If the City amends the RFP, the City will issue a formal written addendum in accordance with City Public Contracting Rule 137-047-0430 and post it to the City's website at \_\_\_\_\_.

**3.3 Rejection of Proposals:** The City reserves the right to reject any or all proposals in their entirety or to select certain application software from the proposals.

**3.4 Proposal Costs:** Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals providing additional information when requested by the City or for participating in any selection interviews.

**3.5 Proposal Review:** All documents submitted as part of the vendor's proposal will be deemed confidential until opening. A proposer may mark portions of its response as "trade secrets" that may be kept confidential unless subject to disclosure under Oregon's Public Records Law. The City will not read responses to this RFP aloud during opening. .

**3.6 Protests:** Requests for interpretations shall be submitted in the same manner as solicitation protests per City Rule 137-047-0730, but must be received at least ten (10) days prior to the date set for the opening of proposals.

Proposers may protest the procurement process or provisions of this RFP pursuant to City Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be emailed to Mike Crocker, Finance Director, at [REDACTED]. Such comments shall be submitted to City no later than ten (10) days prior to the opening date. No comments will be accepted after that time.

The award of the Contract shall constitute a final decision of the City to award the Contract, if no written protest of the award is filed pursuant to City Rule 137-047-0740 with the City within seven (7) calendar days from the notice of intent to award.. If a timely protest is filed, the award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying a protest shall be sent to every proposer who provided an address. The City will not entertain a protest submitted after the time period established in this RFP.

**3.7 Local, State and Federal Compliance Requirements:** The vendor(s) must comply with all applicable laws, ordinances, and codes of the federal, state and county governments. It shall be the responsibility of the vendor to be knowledgeable of all laws,

ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to disqualification from the bid process.

**3.8 Insurance and Indemnification:** The vendor to whom the contract is awarded shall, within ten (10) business days from the date of receipt of properly prepared contract documents, deliver to the City the fully executed contract, along with required original insurance certificates that meet the requirements of the contract documents. The insurance shall be maintained in effect for the term of the proposed project. The certificates of insurance, except that for Professional Liability insurance, shall name The City of Junction City as additional insured. All insurance certificates shall provide for thirty (30) days' notice to the City of any cancellation of the insurance policy.

**3.9 Contract Requirements:** The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, Attachments, Exhibits, Proposer's Response, Clarifications, Addenda, and defined Statement of Work. All such materials constitute the Contract Documents.

Submittal of a proposal indicates proposer's intent to be bound by the contract terms of the attached Agreement, unless exceptions to the contract are submitted by the Proposer with their Proposal Response within the Introductory Letter. If Proposer does not provide written exceptions within the Introductory Letter and Proposer indicates exceptions after contract evaluations, City reserves the right to reject the Proposal and negotiate a contract with the next ranked Proposer, or find the Proposal Response non-responsive.

The successful proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

**3.10 Reserved Rights:** The City reserves the right:

The City reserves the right:

- A. To reject any proposal not in compliance with all prescribed procedures and requirements.
- B. To reject for good cause any or all proposals upon the City's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.

- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a Contract is awarded shall default in executing said formal Contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the Contract to another proposer or proposers.
- H. To hold the three most responsive proposals and accompanying checks or bonds under consideration until the final award is made, provided that the City shall award the Contract within 30 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in accord with City Rule 137-047-0430(3).
- J. To negotiate additions or deletions to the scope of work.

**PROPOSER'S RESPONSE FORM**

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish the financial management, utility billing, and human resources software specified, in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

The Proposer, by his signature below, hereby represents as follows:

(a) That no officer, agent or employee of City of Junction City is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder, and that no representation,

statement or statements, oral or in writing, of the City, its officers, agents, or employees had induced him to enter into this Contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.

(d) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name, Title  
Name, Title  
Name, Title

Proposer [is / is not (circle one)] a resident proposer, as defined in ORS 279A.120. If not a resident proposer, proposer's resident state is \_\_\_\_\_.

Proposer hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached Contract and exhibits.

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this day \_\_\_ of \_\_\_\_\_, 2020.

Name of Firm: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2020

Name of Corporation: \_\_\_\_\_

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

CONTRACT MANAGER:

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

Telephone number: \_\_\_\_\_

## 4.0 Evaluation

**4.1 Evaluation Method and Criteria:** The selection committee will open proposals at a.m./p.m. on \_\_\_\_\_, 2020 at \_\_\_\_\_. Evaluation of the proposals is expected to be completed within 30 days of the proposal deadline. The selection committee will review proposals focusing on quantitative and qualitative criteria. The City will assign priority levels to information requested in the sections of the proposal as outlined in this RFP. Responses from the vendors will be used to calculate individual weighted average responses. Vendors with the top scoring proposals may be invited to provide demonstrations for City staff.

The capabilities of the software will be evaluated during the demonstrations. The resulting evaluations, along with the priority of each function, will be scored and reviewed by the selection committee.

Negotiations will take place with the top scoring finalists, and, if the negotiations result in a satisfactory agreement, a contract will be recommended to the City Council for review and approval. If negotiations are not satisfactory, the City will again review the proposals and identify a new finalist, or the City may discontinue the project or issue a new RFP. The software selected shall provide the most cost-effective approach that meets the City's needs.

**4.2 Selection Criteria:** The intention of the City is to procure functionally complete, cost effective and integrated software applications. The criteria that will be used to evaluate proposals shall be as follows:

Selection Criteria:	Maximum Points
Quality, clarity and responsiveness of proposal in conformance with instructions condition and format contained herein.	15
Proposer's qualifications and experience.	20
Ability to provide an integrated all-in-one system that includes the most modules.	20

Implementation strategy and timelines.	15
Cost and quality of software, including life expectancy, and implementation services, and proposed payment plans for project and maintenance costs.	15
Cost of on-going licensing and maintenance.	15
Timeliness, professionalism and responsiveness of on-going support.	25
Demonstrated performance of proposed system.	30
Demonstrated success in converting and integrating historical data from current database.	25
<b>TOTAL POINTS POSSIBLE</b>	<b>180</b>

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## CITY OF JUNCTION CITY

### GOODS AND SERVICES CONTRACT

BASED UPON the Proposal submitted in response to the Request for Proposal for Integrated Financial Software and Associated Services, as issued and administered by City of Junction City (“City”), and [REDACTED] (“Contractor”) hereby enter into a contract for the purchase of software and services in accordance with the specifications and proposal provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Contractor Proposal
- (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts

In the event of any conflict between the exhibits above, the terms of this Agreement shall control, followed by Exhibit A, then Exhibit C, then Exhibit B, in that order.

1. Term. The term of this Contract shall extend from its execution to project completion on or before \_\_\_\_\_, 2020, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. Scope of Work. Contractor shall provide all materials, software, installation and maintenance services, as specified in the Request for Proposals attached and incorporated as Exhibit A (Project).
3. Compensation.
  - 3.1 Software Payment. Contractor shall complete Project as defined above and in the attached exhibits for a maximum not to exceed total fee of \$ [REDACTED]. Said amount shall be paid as follows: \$ [REDACTED] paid by City to Contractor for software upon delivery and City verification and acceptance, if satisfied, in City’s sole discretion. Services in an estimated total amount of \$ [REDACTED] to be paid as performed and invoiced monthly.
  - 3.1 Invoices. Payments shall be based upon Contractor’s invoices submitted to City, detailing the previous month’s fees and costs.
  - 3.2 Service Payments.
    - a. City will review Contractor’s invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty

(30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full installation of the system, and the system has passed a City performance test.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for the sale, installation, and operation of the software by Contractor.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate.

If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for software installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:
  - 8.1. If terminated under Section 7 by City due to a breach by Contractor, City may purchase substitute software to perform the services described in Exhibit A. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under Section 3.1 of this Contract, then Contractor shall pay to City the amount of the reasonable excess.
  - 8.2. In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
  - 8.3. If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
  - 8.4. City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
  - 8.5. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.
9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the software and services City is purchasing.
- 10.
11. Change Orders. Contractor and City reserve the right to order changes to the software and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

- 12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
- 13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
- 14. Shipping. Any shipping and handling charges required to perform services under this Contract will be paid by Contractor.
- 15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

CONTRACTOR:

City of Junction City

Phone: (541) \_\_\_\_\_  
 Fax: (541) \_\_\_\_\_

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

- 16. Warranty.. Contractor further warrants that all materials, software, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and software shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.
- 17. Insurance. Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ \_\_\_\_\_ minimum  
 Each Occurrence: \$ \_\_\_\_\_ minimum

Umbrella/Excess Liability Insurance:

Aggregate: \$ \_\_\_\_\_ minimum  
 Each Occurrence: \$ \_\_\_\_\_ minimum

Contractor shall: (a) provide the City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) ensure that all policies provide a 30-day notice of cancellation to the named insured.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City, its officers, agents, and employees harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.
19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. Independent Contractors. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.

23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
25. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645, 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
29. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this Agreement, and this Agreement will be construed as if the invalid provision had never been included in this Agreement.

30. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

31. Interlocal Purchasing Statement. The City grants to any and all public serving governmental agencies, authorization to purchase equivalent product or products described herein at the same submitted unit bid prices, but only with the consent of the Contractor awarded the Contract by the City. The prices contained herein are valid to \_\_\_\_\_, 20\_\_\_\_ and extendable at the option of Contractor. Any City purchasing pursuant to this cooperative purchasing Contract will enter into its own mutually agreeable terms and conditions and service quotation with Contractor.

CITY:

CONTRACTOR:

CITY OF JUNCTION CITY

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

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

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

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

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

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

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## **EXHIBIT C**

### **ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies 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).
- (6) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (7) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (8) The Contractor must give notice to employees who work on this 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 the days per week that the employees may be required to work. ORS 279B.235(2).
- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a

nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

F:\1Clients\Muni\Junction City\FINANCE\Finance 2020-2021\RFP AGT Final Finance Software  
Competitive Proposal ORS 279B DL 082520.docx

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# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



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## Oregon Public Works Cooperative Assistance Agreement

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Meeting Date: September 8, 2020

Department: Public Works

[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 8

Staff Contact: Gary Kaping

Contact Telephone Number: 541-998-3125

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### ISSUE STATEMENT

This is a review of the Oregon Public Works Cooperative Assistance Agreement.

### BACKGROUND

Over the last several years the City has entered into the Oregon Public Works Cooperative Assistance Agreement. The agreement is one that allows us to help other cities or other cities help us in a major emergency and or disaster. This agreement is for 5 years.

### COMMITTEE REVIEW

The Public Works Committee reviewed the request on August 31, 2020. The Committee wanted to forward this to Council for final approval.

### RELATED CITY POLICIES

JCMC 3.30 Contract Review and Approval Process

### COUNCIL OPTIONS

- **Approve the Request:** MOTION: "I make a motion to approve the Oregon Public Works Cooperative Agreement and authorize the Public Works Director to sign the necessary documents.
- **Deny the Request:** MOTION: "I make a motion to deny Request."

### LEGAL REVIEW

This item was reviewed as part of the packet.

### CITY ADMINISTRATOR'S RECOMMENDATION

To approve the request as presented.

### ATTACHMENTS

- Oregon Public Works Cooperative Agreement

### FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director

Telephone: 541-998-3125

Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)



# Oregon

Kate Brown, Governor

Department of Transportation  
Maintenance & Operations Branch  
455 Airport Rd. SE, Bldg K  
Salem, OR 97301  
Phone: (503) 986-7915  
Fax: (503) 986-3055

August 19, 2020

City/County  
Public Works  
Address  
Address

Dear Public Works Director:

Your jurisdiction's participation in the Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. The agreement is valid for five years from the date you sign it. Your agency's commitment to the agreement has either expired or will expire shortly.

The mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response for requests and offers of mutual aid.
- Sets up the documentation needed to seek maximum reimbursement possible.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement. Any agency may cancel its participation by giving written notice and submitting it to the addresses listed below.

To renew or cancel your agency's participation in the agreement, email the completed signature page to:  
[Emergency.Operations@odot.state.or.us](mailto:Emergency.Operations@odot.state.or.us)

If you would prefer to mail the signature page, please send it to:  
Emergency Operations, PWA  
ODOT Maintenance and Operations Branch  
455 Airport Road, SE Bldg. K  
Salem, OR 97301

If you have any questions about the agreement, please call Christina LeClerc, ODOT Statewide Emergency Operations Manager, at (503) 986-4488.

Sincerely,

Luci Moore  
State Maintenance Engineer

OREGON PUBLIC WORKS EMERGENCY RESPONSE  
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

## 1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

## 2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

## 3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

#### 4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

#### 5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

#### 6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
  - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
  - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
  - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

#### 7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

#### 8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

#### 9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

#### 10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
  - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
  - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

#### 11. Non-exclusive

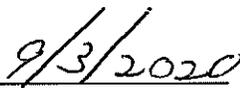
This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

#### 12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION

Luci Moore  
Statewide Maintenance Engineer

Date

# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



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## Purchase of a Truck from Lane County Auction

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Meeting Date: September 8, 2020  
Department: Public Works  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 9  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

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### ISSUE STATEMENT

This is a request to be able to purchase a truck from the Lane County auction.

### BACKGROUND

Every year Lane County has an auction of equipment and trucks from Lane County fleet, EPUD, the City of Eugene and a few other agencies.

The Public Works Department has found several good trucks and equipment at the auction. The problem that Staff has is the Auction sometimes falls on a date that is hard for staff to get the request through Committee and Council to purchase the equipment and or trucks.

Staff has is specifically looking for a truck for the project crew at this year's auction. Staff is looking to spend \$10,000.00 or less on this truck.

This Purchase is budgeted in the Water and Sewer Capital Projects Fund.

### COMMITTEE REVIEW

The Public Works Committee reviewed this at the August 3, 2020 meeting. The Committee wanted to send this to Council for final approval.

### RELATED CITY POLICIES

- 2013 City Procurement Rules

### LEGAL REVIEW

This item was reviewed as a part of the packet.

### CITY ADMINISTRATOR'S COMMENT

Provide direction to staff as how the Council would like to proceed.

### COUNCIL OPTIONS

The Council can, at its pleasure:

- Approve the request: Motion: **“I make a motion to approve the purchase of a Truck from the Lane County Auction not to exceed \$10,000 and authorize the Public Works Director to sign the necessary documents.”**

- Deny the request.

#### **ATTACHMENTS**

- NONE

#### **FOR MORE INFORMATION**

Staff Contact: Gary Kaping, Public Works Director

Telephone: 541-998-3125

Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)

# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



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## Purchase of a Truck/SUV from Lane County Auction

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Meeting Date: September 8, 2020  
Department: Public Works  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 10  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

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### ISSUE STATEMENT

This is a request to be able to purchase a truck/SUV from the Lane County auction.

### BACKGROUND

Every Year Lane County has an auction of equipment and trucks, the equipment and trucks are from Lane County fleet, EPUD, the City of Eugene and a few other agencies.

The Public Works Department has found several good trucks and equipment at the auction. The problem that Staff has is the Auction sometimes falls on a date that is hard for staff to get the request through Committee and Council to purchase the equipment and or trucks.

In the Public Works truck replacement plan and CEP, the Public Works Directors vehicle is due to be replaced this year. Staff is specifically looking for a truck/SUV at this year's auction for \$15,000.00 or less to replace the Public Works Director's Jeep

This purchase is budgeted in the Water, Sewer, and Streets Capital Projects Funds.

### COMMITTEE REVIEW

The Public Works Committee reviewed this at the August 3, 2020 meeting. The Committee wanted to send this to Council for final approval.

### RELATED CITY POLICIES

2013 City Procurement Rules

### LEGAL REVIEW

This item was reviewed as a part of the packet.

### CITY ADMINISTRATOR'S COMMENT

Provide direction to staff as how the Council would like to proceed.

### COUNCIL OPTIONS

The Council can, at its pleasure:

- Approve the request: Motion: **"I make a motion to approve to approve the purchase of a Truck/SUV from the Lane County Auction not to exceed \$15,000 and authorize the Public Works Director to sign the necessary documents."**

- Deny the request.

#### **ATTACHMENTS**

- NONE

#### **FOR MORE INFORMATION**

Staff Contact: Gary Kaping, Public Works Director  
Telephone: 541-998-3125  
Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)

# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



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## Phone System Replacement Project

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Meeting Date: September 8, 2020  
Department: Administration  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 11  
Staff Contact: Jason Knope  
Contact Telephone Number: 541-998-3125

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### ISSUE STATEMENT

This is a presentation of the results from the phone system upgrade project.

### BACKGROUND

The City's current phone system has been in service since 2008. At the time the system was purchased, it was discontinued by the manufacturer. Over the past several years, various components of the system has failed and the City is unable to obtain parts to make repairs. As a part of the approved Fiscal Year 20/21 budget, funds were set aside to replace the system.

Staff has contacted three vendors to obtain quotes for replacing the system. As part of the project, the City will be replacing 40 phones and adding 5 new phones. This project will replace all of the hardware and Century Link as the service provider. The City currently pays over \$2,000 per month to Century Link for services.

The quotes from the vendors are attached to this AIS. Staff reviewed the quotes and looked at demos from the vendors. In the end, staff is recommending that the City chooses Jive as the phone system provider. This is primarily due to the following:

1. The monthly cost (\$1,243.53 per month) is significantly lower than what the City currently pays.
2. Jive is part of the GoTo family of products. The City currently uses GoToMeeting for virtual meetings. This would let the City drop its current licenses and save \$75 per month.
3. The City's current conference phones would gain additional features by using Jive.

Due to the fact that this is a three-year contract, it will require Council approval. Staff is seeking authorization to sign the contract.

### COMMITTEE REVIEW AND/OR RECOMMENDATION

This item was reviewed by the Finance & Judiciary Committee at their September 3, 2020 meeting. Due to timing issues, the recommendation of the Committee is not included in this AIS.

### RELATED CITY POLICIES

None

### LEGAL REVIEW

This item was reviewed by the City Attorney's office as a part of their normal packet review.

**CITY ADMINISTRATOR’S COMMENT**

I am recommending that the Council approve.

**COUNCIL OPTIONS**

The Council can, at its pleasure:

1. Approve the Contract. Motion: “I make a motion to approve the contract with Jive and direct the City Administrator to sign the necessary documents.”
2. Provide other direction to staff.

**ATTACHMENTS**

- A. Jive Proposal #Q-386358
- B. Other phone system quotes

**FOR MORE INFORMATION**

Staff Contact: Jason Knope  
Telephone: 541-998-3125  
Staff E-Mail: [jknope@ci.junction-city.or.us](mailto:jknope@ci.junction-city.or.us)



LogMeIn USA, Inc.  
333 Summer Street  
Boston, MA 02210

**ORDER FORM**

**CONTACT INFORMATION.**

<p><b>Customer:</b> City of Junction City <b>Address:</b> PO Box 250, Junction City, Oregon United States, 97448-0250</p> <p><b>Main Contact:</b> Jason Knope <b>Email:</b> jknope@ci.junction-city.or.us <b>Phone:</b> +15412280271 <b>VAT/TVA/ABN Number:</b></p>	<p><b>LogMeIn Representative:</b></p> <p><b>Name:</b> Travis Gilbert <b>Email:</b> travis.gilbert@logmein.com <b>Phone:</b> <b>Fax:</b></p> <p><b>QUOTE OR OID #:</b> Q-386358 <b>UID #:</b> <b>Opp ID #:</b> 2008125201333</p> <p><b>Quote Date:</b> 08-14-2020</p> <p><b>Quote Expiration Date:</b> 09-12-2020</p>
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**BILLING INFORMATION.**

<p><b>Payment Method:</b> Credit Card</p>
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**AGREEMENT.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO LOGMEIN, YOU CONFIRM THIS IS AN ORDER FOR THE LMI SERVICE(S) LISTED HEREIN AND AGREE TO THE [TERMS OF SERVICE https://www.logmeininc.com/legal/terms-and-conditions](https://www.logmeininc.com/legal/terms-and-conditions) WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.

**Supplemental Terms:** Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

<p><b>Purchase Order Process:</b> If the order is in excess of 25K USD, or this order's currency equivalent, LogMeIn requires a PO with the executed order in the name of the contracting entity noted above. Please complete: <b>Require a PO?</b> <b>Requires a PO, see below:</b> Customer PO#:</p>	<p>PO Expiration Date (if applicable):</p>
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**SIGNATURES.** By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

<p><b>CUSTOMER:</b> City of Junction City</p>	<p>If Billing Contact is different than above, please provide:</p> <p><b>Billing Address:</b></p> <p><b>Billing/Invoicing Contact:</b> <b>Telephone:</b> <b>Email:</b></p>
Signature:	
Name:	
Title:	
Date:	

Customer Authorized Signatory

The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed			
Service Start Date	08-14-2020	Billing Start Date	10-13-2020
Number of Free Months	2	First Invoice Date	11-01-2020
Contract End Date	08-31-2023		

**SERVICES & FEE SUMMARY.** Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:					
Name	Quantity	MSRP	Discount	Jive Price	Total
Voice Number DID - Configuration/Port Fee	45	USD 5.00	USD 5.00	USD 0.00	USD 0.00
Taxes and Fees:					USD 0.00
<b>TOTAL AMOUNT:</b>					USD 0.00

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	Jive Price	Total Price
Connect Bundle: Jive + GoToMeeting Pro	36	45	USD 21.95	USD 2.00	USD 19.95	USD 897.75
Voice - Standard DID - Monthly Charge	36	45	USD 5.00	USD 4.50	USD 0.50	USD 22.50
Yealink SIP-T48S 16-line IP Phone with 7 inch Color Touch Screen (w/Power Supply) [Rental]	36	40	USD 8.95	USD 3.00	USD 5.95	USD 238.00
Yealink W60 Package - Includes W56H Handset and W60B Base Station (W60P) [Rental]	36	5	USD 6.35	USD 2.10	USD 4.25	USD 21.25
Taxes and Fees:						USD 64.03
<b>TOTAL AMOUNT:</b>						USD 1,243.53

ENHANCED AUDIO SERVICES			
Audio Services <sup>1</sup>	Location of Originating Call	Toll Free Rate <sup>2</sup> (Per Minute)	Call Me <sup>2</sup> (Per Minute)
<b>Supplemental Terms</b>	<sup>1</sup> Enhanced Audio Services are billed monthly in arrears. Any change to the Enhanced Audio Services purchased hereunder are effective as of your next billing cycle. <sup>2</sup> The rates specified above are for the locations listed. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice.		

ENHANCED AUDIO SERVICES			
Audio Services <sup>1,3</sup>	Location of Originating Call	Toll Free Rate <sup>2</sup> (Per Minute)	Call Me <sup>2</sup> (Per Minute)

<b>Supplemental Terms</b>	<p><sup>1</sup> Enhanced Audio Services are billed monthly in arrears. Any change to the Enhanced Audio Services purchased hereunder are effective as of your next billing cycle.</p> <p><sup>2</sup> The rates specified above are for the locations listed. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice.</p> <p><sup>3</sup> Your per minute usage of the Audio Service will be applied against your Fee Commitment charge, and any additional usage in a month will be at the rates specified. For the first two (2) billing cycles of your first purchase of Audio Services, the Fee Commitment will be waived and you will pay only for actual minutes used during that period ("Ramp Up Period").</p>
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<b>ENHANCED AUDIO SERVICES</b>		
<b>Audio Services<sup>1</sup></b>	<b>Location of Originating Call</b>	<b>Toll Free Rate<sup>2</sup> (Per Minute)</b>
<b>Supplemental Terms</b>	<p><sup>1</sup> Enhanced Audio Services are billed monthly in arrears. Any change to the Enhanced Audio Services purchased hereunder are effective as of your next billing cycle.</p> <p><sup>2</sup> The rates specified above are for the locations listed. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice.</p>	

<b>AUDIO SERVICES: In the Americas, LogMeIn Audio, LLC and Grasshopper Group, LLC are the telecommunications providers for Audio Services, and are responsible for the rates and terms thereof.</b>			
<b>Audio Service<sup>2</sup></b>	<b>Location of Originating Call</b>	<b>Toll Free Rate<sup>1,3</sup> (Per Minute)</b>	<b>Toll Rate<sup>1</sup> (Per Minute)</b>
<b>Supplemental Terms</b>	<p><sup>1</sup> The rates specified above are for the locations indicated. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice.</p> <p><sup>2</sup> Your per minute usage of the Audio Service will be applied against your Fee Commitment charge, and any additional usage in a month will be at the rates specified. For the first two (2) billing cycles of your first purchase of Audio Services, the Fee Commitment will be waived and you will pay only for actual minutes used during that period ("Ramp Up Period").</p> <p><sup>3</sup> Any Join.me+Toll Free services are calculated and billed independently of other Audio Services.</p>		

## PROPOSAL DETAILS

**Quote #: Q-386358**

**Contract Term: 36**

**Prepared for:**

City of Junction 2  
 Jason Knope  
 jknope@ci.junction-city.or.us  
 +15412280271  
 Contract Term: 36

**Billing Address:**

PO Box 250  
 Junction City, Oregon 97448-0250  
 United States

**Prepared by:**

Forestel  
 Kevin Perry  
 503-650-0024  
 kevin@forestel.com

If you need assistance with this quote or any product offerings, please contact your Partner, or the Partner Success Team at 888.990.4262.

MONTHLY CHARGES	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Connect Bundle: Jive + GoToMeeting Pro	35	\$21.95	\$70.00	\$19.95	\$698.25
Voice - Standard DID - Monthly Charge	35	\$5.00	\$157.50	\$0.50	\$17.50
Yealink SIP-T46S IP Phone (w/Power Supply) [Rental]	15	\$6.70	\$33.00	\$4.50	\$67.50
Yealink SIP-T48S 16-line IP Phone with 7 inch Color Touch Screen (w/Power Supply) [Rental]	20	\$8.95	\$60.00	\$5.95	\$119.00

*\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

<b>Savings</b>	<b>Sub Total</b>
\$320.50	\$902.25
<b>Estimated Taxes*</b>	\$49.99
<b>Monthly Total</b>	<b>\$952.24</b>

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Voice Number DID - Configuration/Port Fee	35	\$5.00	\$175.00	\$0.00	\$0.00

*\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

<b>Savings</b>	<b>Sub Total</b>
\$175.00	\$0.00
<b>Estimated Taxes*</b>	\$0.00
<b>Today's Total</b>	<b>\$0.00</b>

**Today's Total**

**Monthly Total**

**\$0.00****\$952.24**

## Hardware Specs

PRODUCT NAME	IMAGE	DESCRIPTION
Yealink SIP-T46S IP Phone (w/Power Supply) [Rental]		The SIP-T46S IP phone is the ultimate communications tool for busy executives and professionals. In addition to offering better overall performance than the T46G, this device has a faster interface with a rich, high-resolution TFT color display. Choice of power options - Can be powered via Power over Ethernet (PoE). Can also be powered by OPTIONAL universal power supply. Power supply is only needed if PoE is not available on your network.
Yealink SIP-T48S 16-line IP Phone with 7 inch Color Touch Screen (w/Power Supply) [Rental]		



# Service Order

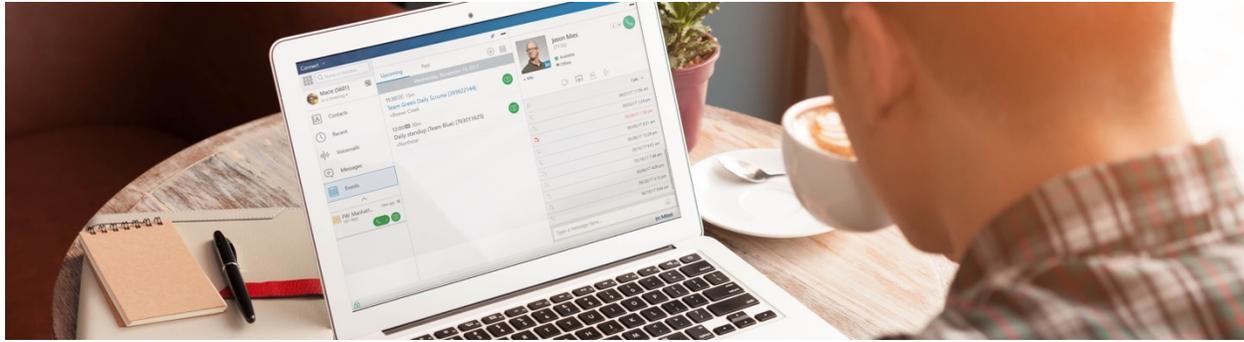
## Prepared for Junction City- OR

August 17, 2020

Prepared by:  
Kevin Smith

kevin.smith@mitel.com

Quote# 11761344



For more than 45 years, Mitel has been trusted by businesses around the world to help them navigate the communications and technology challenges they face in a rapidly evolving marketplace. Our broad, built-in-house portfolio gives you the power to choose the solution right for you and the flexibility to consume it at a pace that fits your unique business needs.

## MiCloud Connect Benefits

### All-in-one, seamless communications

MiCloud Connect delivers a complete communications and collaboration solution with Mitel-built telephony, collaboration, contact center and IP phones so you can communicate seamlessly from a single provider.

### Intuitive user experience

Spend less time figuring out how to make the software work and more time being productive. MiCloud Connect's easy-to-use interface streamlines the user experience with integrated features such as cross-launching, single click-to-join buttons and consolidated views.

### Robust management portal

Manage your communications in house or have a partner do it for you. The MiCloud Connect Portal gives you real-time tools to manage users, permissions, billing and insights – no telecom experience needed! Plug-and-play provisioning makes it easy to get new locations and users up and running fast.

### Reliability you can count on

Deployed out of highly secure, Tier 4 data centers with several layers of redundancy and encryption, so you don't have to worry about a thing. We back our reliability with 99.995% uptime and SLAs with financial penalties if we don't deliver. MiCloud Connect also supports HIPAA and SOC2 compliance for businesses who need to protect sensitive data.

### Simple, flexible pricing

What you buy today isn't what you're stuck with tomorrow. MiCloud Connect's flexible service plans give you the power to add functionality, mix and match profiles and upgrade permissions as business needs change.

### Help within arm's reach

With Mitel, you can always rest assured knowing you have access to help 24/7. Use our online knowledge base, chat with us or leverage the help button within our service to get your questions answered fast. With years of cloud migration expertise, we'll make your transition effortless and minimize disruption to your business.

## Additional Services & Products

### IP phones

Our modern, built-in-house IP phones provide a purpose-built, integrated experience and give us full control over functionality and user experience. With the 6900 series phones, you'll get cordless and

Bluetooth options, plus our MobileLink functionality so you can talk in ways that you prefer, from anywhere, easily. Choose from three expansive models and a large assortment of accessories to increase mobility, streamline workflows and enhance productivity.

### Native integrations and advanced apps

MiCloud Connect offers a wide-variety of native integrations so users can work in the systems they prefer, stay proactive and deliver positive customer experiences. Our native solutions with leading third-party providers minimize professional services and get you up and running fast. Choose the right one for your specific users so they can work from the systems they already do such as CRMs, ERPs, calendars, web dialers and more.

### Enhance your customer experience

Engage with your customers when and how they want to communicate with phone, email, chat, SMS and social media capabilities. Whether you're looking for an integrated contact center or the flexibility of an over-the-top solution, we have you covered.

## Trusted by Leading Companies & Analysts



## MiCloud Connect Service Plans

Features	Essentials	Premier	Elite
Direct Dial (DID) Phone Number	✓	✓	✓
Minutes Per Month (domestic outbound)	Unlimited	Unlimited	Unlimited
PBX Features (different for each plan)	✓	✓	✓
Admin Portal	✓	✓	✓
Desktop Client *features provided by this app	✓	✓	✓
Voicemail / Voicemail-to-Email*	✓	✓	✓
Audio Conferencing*	8 Party	25 Party	100 Party
Web Conferencing / Desktop Sharing*	4 Party	25 Party	100 Party
Video Conferencing*†‡	8 Party	50 Party	100 Party
Instant Messaging (IM)*	✓	✓	✓
Presence / Availability State*	✓	✓	✓
Peer-to-Peer Video Calling*	✓	✓	✓
Softphone*	✓	✓	✓
Outlook® & G Suite Integration	✓	✓	✓
Find Me Call Routing / Mobile Extension*	✓	✓	✓
Mitel Teamwork / Business SMS	✓	✓	✓
Web Dialer	✓	✓	✓
Connect for Mobile (Android & iOS)	✓	✓	✓
Voicemail-to-Email Transcription	\$	✓	✓
Salesforce® & Other CRM Integrations	\$	✓	✓
<sup>1</sup> On-Demand Call Recording	n/a	✓	✓
Operator*	n/a	n/a	✓
<sup>1</sup> Always-On Call Recording	\$	\$	✓
<sup>2</sup> Archiving (7 years for IMs, audio/web conferences & call recordings)	\$	\$	✓
<sup>3</sup> Email-to-Fax	\$	\$	\$
<sup>3</sup> MiCloud Connect Contact Center	\$	\$	\$

† Designates total number of participants on MiTeam Meetings, maximum number of on-screen video participants is 16

‡ During the Coronavirus pandemic Mitel has waived restrictions on participants in a video meeting. Mitel will send a notification before these restrictions are reapplied.

<sup>1</sup> On-Demand and Always-On Call Recording cannot co-exist for the same user (must select one)

<sup>2</sup> For users without Archiving feature, Mitel provides access to instant messages for 18 months, audio and web conference recordings for 3 months and call recordings for 1 year

<sup>3</sup> MiCloud Connect Contact Center is purchased separately. MiCloud Connect Fax is also purchased separately per fax number and is not dependent on any type of profile

# Service Order

Customer: Junction City- OR

Install Sites

1. 680 Greenwood, Junction City, Oregon, 97448, USA

Date: August 17, 2020  
 Initial Service Term  
 (or Service Renewal  
 Term, as applicable): 36 months

Total Profiles 35  
 (Entitlements):  
 Total Agents:

680 Greenwood, Junction City, Oregon, 97448, USA						
Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
<b>Profiles</b>						
MiCloud Connect Essentials Profile	\$29.99	35	\$1,049.65	\$18.00	\$419.65	\$630.00
MiCloud Connect Premier Profile	\$37.99	0	\$0.00	\$28.49		\$0.00
MiCloud Connect Elite Profile	\$54.99	0	\$0.00	\$41.24		\$0.00
<b>Options</b>						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$10.00	3	\$30.00	\$5.00	\$15.00	\$15.00
<b>Hardware</b>						
6930 IP Phone Rental - Promotional Discount	\$0.00	15	\$0.00	\$0.00		\$0.00
6940 IP Phone Rental	\$11.00	20	\$220.00	\$5.00	\$120.01	\$100.00
BT Speakerphone Rental	\$6.00	0	\$0.00	\$3.00		\$0.00
Integrated DECT Headset (NA) Rental	\$6.00	0	\$0.00	\$3.00		\$0.00
AC Adapter L6 48V NA Rental	\$0.75	35	\$26.25	\$0.00	\$26.25	\$0.00
<b>Implementation Services</b>						
JumpStart	\$0.00	35	\$0.00	\$0.00		\$0.00
<b>Service Monthly Commitment Total:</b>						<b>\$745.00</b>

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
Options						
MiCloud Connect Email-Fax Box (includes 500 pages)	\$3.00	3	\$9.00	\$0.00	\$9.00	\$0.00
Hardware						
Implementation Services						
JumpStart	\$50.00	35	\$1,750.00	\$0.00	\$1,750.00	\$0.00
<b>One-Time Total:</b>						<b>\$0.00</b>

## **Business Terms and Conditions (“Business Terms”):**

1. This Service Order is Mitel Confidential Information and is valid for acceptance by Customer for thirty (30) days from the date issued.
2. All products and services described in this Service Order are subject to the Global Terms of Service (“GTOS”) detailed at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>, and incorporated herein by reference. Execution of this Service Order by Customer shall constitute Customer’s acceptance of such GTOS and notice to Mitel to proceed as described in this Service Order.

## **Activation and Customer Responsibilities**

3. The Service Activation Date is expected to be within [60 Days] of your execution of this Service Order and Customer agrees to promptly assist Mitel, as detailed in this Service Order, to meet this timeframe. If Customer fails to provide prompt assistance, Mitel will make Entitlements available to Customer for use relying upon, (i) industry knowledge, (ii) any business requirements document prepared for or by Customer, and (iii) any other available information. Once an Entitlement has been made available to Customer for use, Mitel will commence billing for that Entitlement.

## **Initial Order for Cloud Services and Entitlements**

4. If this is Customer’s initial order for Cloud Services or Entitlements, this Service Order determines the minimum Cloud Services and Entitlements for which Customer is contracting during the Service Term. During the Service Term, Customer shall not decrease Cloud Services or Entitlements below the quantity contracted in this Service Order. In the event Customer decreases Cloud Services or Entitlements during the Service Term below the minimum set by this Service Order, Customer shall be subject to Early Termination Fees as described in Section 7.7 of the GTOS.

## **Increases, Decreases and Changes to Cloud Services and Entitlements Following Initial Order**

5. As per section 7.3 of the GTOS, Customer shall be entitled to increase the Cloud Services and Entitlements at Mitel’s list price, or as otherwise accepted by Customer in the online self-provisioning portal at the time such Cloud Services and Entitlements are added. A one-time implementation fee of \$50.00 will be assessed per Entitlement added.
6. If Customer adds Cloud Services or Entitlements through any means other than self-provisioning, such as through a new service order or a change order, then those additions shall be added to Customer’s total number of Cloud Services and Entitlements to set the new minimum Cloud Services and Entitlements for which Customer is contracting during the Service Term. However, in the event Customer uses self-provisioning to increase Entitlements and Cloud Services, Customer may decrease those services that Customer self-provisioned, provided they are not decreased below the minimum set in this Service Order. Any Cloud Services and Entitlements in effect at the time of renewal will become the new minimum for which Customer is contracting.
7. If this Service Order adds or changes Customers existing Cloud Services or Entitlements then those added or changed Cloud Services or Entitlements shall be coterminous with the end of Customers then current service term, notwithstanding the Service Term identified on this Service Order.

## **Charges and Fees**

8. Implementation Packages include Local Number Porting (LNP) for the first two (2) invoices for each Site. LNP for each additional invoice is \$250 USD per Site.
9. Customer acknowledges that the Service Fees described in this Service Order do not include, and Customer is responsible for:
  - a. Taxes, Fees, and Surcharges. Any and all applicable taxes, fees and surcharges including, without limitation, those described at: <https://oneview.mitel.com/s/article/Taxes-Fees-and-Surcharges>.
  - b. Shipping. Shipping costs for Hardware, which shall be invoiced separately.
  - c. Usage. Calls outside contiguous United States and Canada, premium-rate telephone numbers (e.g., Directory assistance calls, 900 numbers, etc.) and toll-free inbound calls are billed on a usage basis.
10. Customer will be invoiced in advanced for non-usage-based Service Fees and in arrears at the end of each month for usage-based Service Fees.

## **General Terms**

11. Any capitalized terms not defined herein have the meaning ascribed to them in the GTOS.
12. Provided that Customer executes this Service Order prior to expiration of the offer as described in Section 1 of these Business Terms, Customer shall be entitled to the promotional discount on (i) the 6930 Hardware rentals as described in this Service Order during the Initial Service Term (“Hardware Promotional Pricing”); and (ii) Essentials profiles as described on this Service Order during the Service Term. Customer acknowledges that the Hardware Promotional Pricing will not apply to Add-Ons or Renewal Service Terms. During Renewal Service Terms, or for Add-Ons pursuant to this Service Order, Customer shall be entitled to a discount equal to 39.98% off Mitel list price for 6930 Hardware rentals.

## **Implementation**

For a full description of the Implementation Services included in JumpStart, please reference the [JumpStart Service Description](#).

**Agreed and Accepted**

**Customer**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

**EMERGENCY SERVICES NOTICE**

**Definitions.** Terms not otherwise defined in this notice are as defined in the Global Terms of Service located at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>.

**Limitations Relative to Enhanced Emergency Services; Cost.** Because of the unique nature of VoIP telephone calls, Emergency Services through your Cloud Services will be handled differently than traditional phone service. You acknowledge and agree that the Emergency Services provided hereunder have limitations relative to the enhanced (or similar) emergency services that are available on most traditional telephone services. Subject to the limitations set out herein, Emergency Services can be accessed, free of charge.

**Emergency Services Devices and Initiation:** Emergency services will only function if your User(s) are using an approved device, equipment or software and after your Service Order has been processed and you have received an emergency service confirmation. If your Users use non-approved equipment or software or attempt to call Emergency Services prior to confirmation, the Emergency Services may fail or may be forwarded to a non-public, backup emergency answering service.

**Emergency Services Registration.** You acknowledge and agree that it may not be possible for emergency operators and authorities to identify the actual location of a User(s) who dials Emergency Services through the Cloud Services. Where you purchase Entitlements that include our SIP Services, we will register the following as the addresses where your Users will use Cloud Services and to which Emergency Services should be dispatched by default: (i) the address(es) listed on your Service Order, and (ii) if an online portal is made available with the Cloud Services, the address(es) entered in the online portal. It is your responsibility to ensure that such default address(es) are accurate and, if changed, that you notify us of such changes either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If emergency addresses registered are not accurate, emergency personnel (e.g. police, fire, ambulance) may be sent to the wrong address. In certain cases, an Emergency Services call may be routed to a telephone emergency dispatch center that may not normally receive Emergency Services calls from the User's registered location instead of a "traditional" wireline Emergency Services dispatch center. In this case, emergency personnel may not have the User's registered location and/or phone number on file. Regardless of whether an emergency address has been registered, Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information. This is particularly important as in certain circumstances technical limitation may prevent this information from being made available to the dispatch center. If the User's registered address is different than the User's actual location, delays in handling of Customer's emergency call may be introduced and, consequently, result in fire, police or emergency personnel either not being able to find a User(s) location or significantly delay response time. Finally, you may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of Emergency Services or calls to emergency service dispatchers where you and/or your Users have failed to update us with the User's correct address.

**Emergency service limitations:** Emergency Services will not function if (a) a VoIP device fails or is not configured properly, (b) the Cloud Services are not working for any reason including without limitation a power outage, broadband service outage, network congestion, suspension or disconnection of your Cloud Services, broadband connection failure, use of a non-native telephone number, electrical power loss, or your failure to meet our minimum technical service requirements, if applicable, or (c) where your Entitlements do not include our SIP Services, failure or disconnection of third party SIP Services. Following a power outage, you or your Users may need to reset or reconfigure your equipment prior to being able to use the Cloud Services, including dialing Emergency Services. Emergency operators and/or authorities may be unable to identify a User's phone number in order to call them back if (a) their call is unable to be completed, is dropped or is disconnected, (b) the User is unable to communicate their phone number, or (c) the Cloud Services are not operational for any reason. In such circumstances, and provided the Cloud Services are available, the User should redial Emergency Services. For technical reasons, including network congestion, it is possible that Emergency calls will produce a busy signal or will take longer to connect when compared with traditional emergency calls. When calling Emergency Services Users should not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up. You further acknowledge and agree (and you will cause your Users to do same) that we do not have any control over whether, or the manner in which, emergency calls using the Cloud Services are answered or addressed by any local emergency response center and we rely on third parties to assist us in routing emergency calls to local emergency response centers. Emergency services are available only within the jurisdiction in which the User is registered and the Cloud Services cannot be used to make emergency calls outside of same.

**Inform other users:** You are responsible for notifying, and you agree to notify, any User or potential Users of your Cloud Services of the nature and limitations of Emergency Services on the Cloud Services as described herein.

**Acceptance of Limitations.** You acknowledge that you have received the information regarding the limitations of our Emergency Services, understand them, and assume the risks associated with such limitations. Where your Entitlements do not include our SIP Services, you should consult your SIP Services provider to further understand Emergency Service limitations.

**Agreed and Accepted  
Customer**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

## Authorized Contacts for Junction City- OR:

Good communication is the foundation of a great relationship. We ask that you tell us about your team so that we may begin our relationship communicating with the correct individuals. Your team may include people inside and outside your organization. Mitel partners often fill these roles for their clients.

There are five roles that must be assigned to one or many individuals on your Mitel account. Each role conveys a specific set of permissions and responsibilities for installing and managing your Mitel service. For more information on the specific roles and the permissions conveyed please visit:

Roles:

<https://oneview.mitel.com/s/article/Account-AuthorizedContacts>

Full Name	Email Address	Role <small>Please enter either DM/Super User, PM, Billing, Technical or Emergency</small>

**For Role:** Please enter one of DM Super user, PM, Billing, Technical or Emergency (we can make this a drop down in DocuSign) Confirm with Canidium if this is possible in CPQ.

By signing below, I authorize the listed individuals to perform the assigned roles for the indicated locations both current and future and authorize Mitel to contact the listed individuals. I understand as the default Decision Maker I can change or rescind role assignments at any time within my Mitel portal or by contacting Mitel.

Further, I understand that depending on the specific role designed I am granting the assignee access to data within our corporate phone system including, but not limited to, billing data, call detail records, call recordings, as well as authorization to make changes to call routing, configurations and contracted services.

**Agreed and Accepted  
Customer**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

Junction City- OR  
 August 17, 2020  
 Initial Service Term  
 (or Service Renewal  
 Term, as applicable): 36 months  
 Quote#: 11761344

<b>Summary by Services</b>	<b>Monthly</b>	<b>One-time</b>
Circuits	\$	\$
Profiles	\$630.00	\$
Options	\$15.00	\$0.00
MiCloud Connect CX	\$	\$
Implementation Services	\$0.00	\$0.00
Hardware	\$100.00	\$0.00
Third Party Applications	\$	\$
	<b>\$745.00</b> Monthly Charges	<b>\$0.00</b> One-Time Charges

<b>Summary by Location</b>	<b>Monthly</b>	<b>One-time</b>
680 Greenwood, Junction City, Oregon, 97448, USA	\$745.00	\$0.00
	<b>\$745.00</b> Monthly Charges	<b>\$0.00</b> One-Time Charges

**Agreed and Accepted  
 Customer**

\_\_\_\_\_  
 Authorized Signature\*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

CONFIDENTIALITY & COPYRIGHT STATEMENT: This quote tool includes information and pricing that is highly confidential data. The tool, information, and pricing (i) is not intended for distribution except as expressly permitted herein; (ii) is and remains the proprietary property of Mitel Networks Corporation on behalf of itself or its subsidiaries or divisions (collectively "Mitel"); (iii) may not be copied except as may be necessary to fulfill the intended purpose of the tool; and (iv) is the copyright of Mitel and/or its licensor(s), with all rights reserved to the copyright owner. Any breach of confidential data or unauthorized use (of any kind) of the tool, information, or pricing will be considered an infringement of rights and may result in termination of any Mitel agreement.

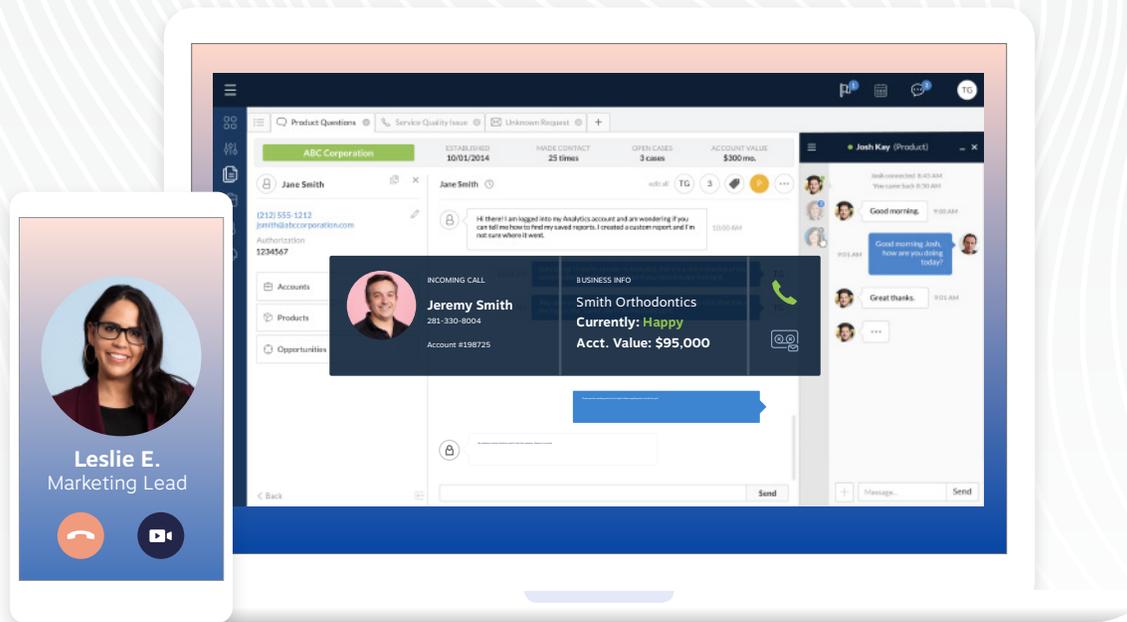
## Customer Responsibilities:

No.	Project Activity	Customer Responsibility
1	Project Staffing & Resourcing	Staff the following roles / resources to support the activation of Mitel services: Executive Sponsor, Project Manager, IT Support
2	Project Kick-Off	Attend the <i>project kick-off</i> meeting hosted by Mitel
3	Business Requirements Document (BRD)	<ol style="list-style-type: none"><li>1. Confirm core requirements as described in BRD</li><li>2. Identify any material gaps otherwise requirements are deemed confirmed</li></ol>
4	Network Reliability Assessment	Ensure LAN meets / exceeds the minimum standards required to work effectively with Mitel products as defined in the Mitel Network Best Practices Guidance for Mitel MiCloud Connect at the following URL: <a href="https://oneview.mitel.com/s/article/Network-Best-Practices-for-Mitel-MiCloud-Connect">https://oneview.mitel.com/s/article/Network-Best-Practices-for-Mitel-MiCloud-Connect</a>
5	User Acceptance Testing (UAT)	<ol style="list-style-type: none"><li>1. Identify business use cases for UAT</li><li>2. Perform testing against use cases to confirm functional map</li><li>3. Complete UAT at least 1 week prior to <i>go-live</i> in accordance with the Mitel project plan</li></ol>
6	Phone Number Porting	<ol style="list-style-type: none"><li>1. Identify numbers to port and ensure <i>active</i> status with current provider</li><li>2. Provide documentation to complete Transfer Request</li><li>3. Assist and engage to resolve port delays that require customer involvement with current provider</li></ol>
7	Transition to Support	Complete all relevant Mitel training at least 1 week prior to <i>go-live</i>

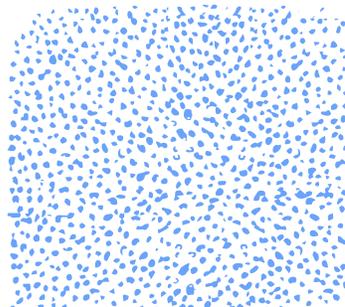


# Your Nextiva Communication Suite Proposal

Get ready— you're about to  
**grow fearlessly.**



[nextiva.com](https://www.nextiva.com)



# Why do companies choose Nextiva?

Expect more from your business communication. Supercharge your business with a truly unified and integrated platform. Powerful phone service, sales pipeline management, customer relationship management, marketing engagement tools, and more.

The new way of working is Nextiva.



## Amazing Service®

Our support team is made up of knowledgeable, friendly, and patient HUMANS based at our offices.



## Customers of All Sizes

Large and small companies in 25+ industries across the U.S. trust Nextiva as their business lifeline.



## Our Platform, NextOS

Our revolutionary platform allows you to conduct business from anywhere, and makes managing your business communications easier than ever.



## Reliable & Secure

All of your data is protected by multiple layers of security and monitoring. With the highest uptime in the industry, you're always available.



## Seamlessly Unified Communication

Communication, customer engagement, and collaboration tools— all (finally) working together.



## Cost Savings

Slash your current business communication bills by almost 50%. Also get add-on features at no extra cost.

# The Nextiva advantage



## Network Reliability

The Nextiva network is one of the most advanced in the world of cloud-based business communications. Our network design increases service resiliency through redundancy, ensuring all calls are delivered fast and smoothly. Check out [DownDetector.com](https://DownDetector.com) and see how Nextiva is the best performing network since 2016 among UCaaS providers.

## Awards and Recognition

Nextiva is no stranger to being recognized by the press, analysts, and awards. Forbes, Entrepreneur, Inc. and other publications have shared the Nextiva story, and we were recently named a notable vendor in the Gartner UCaaS Worldwide Magic Quadrant Midmarket Contextualization Report.



## Competitive Rankings

Among cloud communications providers for businesses, Nextiva consistently ranks above the competition. On average, our customers have much better experiences than those of other providers. Take a look at the reviews on [GetVoIP](https://GetVoIP.com), [G2 Crowd](https://G2Crowd.com), and [Comparably](https://Comparably.com) to start.

## Company Culture

Nextiva employees are the heart of providing customers Amazing Service. When employees are satisfied and engaged, the result is deeper customer connections and an elevated customer experience. Nextiva is committed to creating an engaging and fun environment that boosts employee satisfaction, and therefore provides customers with better service.



# Your Nextiva Quote

**Customer**  
Jason Knope  
Junction City

**Quote ID**  
13975183

**Quote Date**  
08/14/2020

**Quote Expires**  
09/14/2020

**Sales Agent**  
Kevin Perry  
n@n.com  
503-744-4264

**Nextiva, Inc.**  
8800 E. Chaparral Rd  
Suite 300  
Scottsdale, AZ 85250

Item Name	Quantity	One Time	Monthly
AP Nextiva Business Phone Service Professional \$22.95 36 Month 1 Nextiva Business Phone Service Professional: Base User	1	\$0.00	\$22.95
AP Nextiva Business Phone Service Professional \$22.95 36 Month - Discount		\$0.00	(\$5.00)
DaaS Nextiva X-885 36 Month \$4.00 DaaS Nextiva X-885 36 Month \$4.00	20	\$0.00	\$80.00
Nextiva Business Phone Service Professional: Additional User Nextiva Business Phone Service Professional: Additional User	34	\$0.00	\$780.30
Nextiva Business Phone Service Professional: Additional User - Discount		\$0.00	(\$170.00)
Nextiva X-835 Nextiva X-835 Deskset SIP Phone, PoE	15	\$2,249.85	\$0.00
Nextiva X-835 - Discount		(\$2,249.85)	\$0.00
	<b>* Sub Total</b>	\$0.00	\$708.25
	Ground Shipping	\$185.00	\$0.00
	Estimated Taxes and Fees		
	State E911 (VoIP)	\$0.00	\$35.00
	State P.U.C. Fee NF	\$0.00	\$1.36
	State RSPF Surcharge	\$0.00	\$3.50
	Federal FUSF (VoIP)	\$0.00	\$41.27



Federal FCC Regulatory Fee (VoIP)	\$0.00	\$0.50
E911 Fee	\$0.00	\$35.00
Regulatory Recovery Fee	\$0.00	\$52.49
<b>Total Taxes and Fees</b>	<b>\$0.00</b>	<b>\$169.12</b>
<hr/>		
<b>Recurring Monthly Charge</b>		<b>\$877.37</b>
<b>* Total Due Today</b>	<b>\$1,062.37</b>	

\* Subject to applicable federal, state, and local taxes, surcharges and fees

# Trusted by businesses just like yours

Nextiva provides business communication solutions for companies of all sizes and in all industries



# JUNCTION CITY COUNCIL AGENDA ITEM SUMMARY



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## Business Pandemic Impact Support Program Update

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Meeting Date: September 8, 2020  
Department: Administration  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 12  
Staff Contact: Jason Knope  
Contact Telephone Number: 541-998-3125

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### ISSUE STATEMENT

This is a presentation of an update to the City's Business Pandemic Impact Support Program.

### BACKGROUND

The City continues to accept applications for the program. As of September 3, 2020, the City has received applications from 79 different businesses in the City. The applications total more than \$152,000 in requests for the current fiscal year. As of September 3, there is approximately \$62,648 in remaining allocated funds. Attached to this AIS is a summary sheet of activity for this fiscal year.

### COMMITTEE REVIEW AND/OR RECOMMENDATION

This item was not reviewed by the Finance & Judiciary Committee.

### RELATED CITY POLICIES

None

### LEGAL REVIEW

This item was reviewed by the City Attorney's office as a part of their normal packet review.

### CITY ADMINISTRATOR'S COMMENT

None at this time.

### COUNCIL OPTIONS

The Council can, at its pleasure:

1. Provide direction to staff if desired.

### ATTACHMENTS

- A. Business Pandemic Impact Support Program Summary dated September 3, 2020

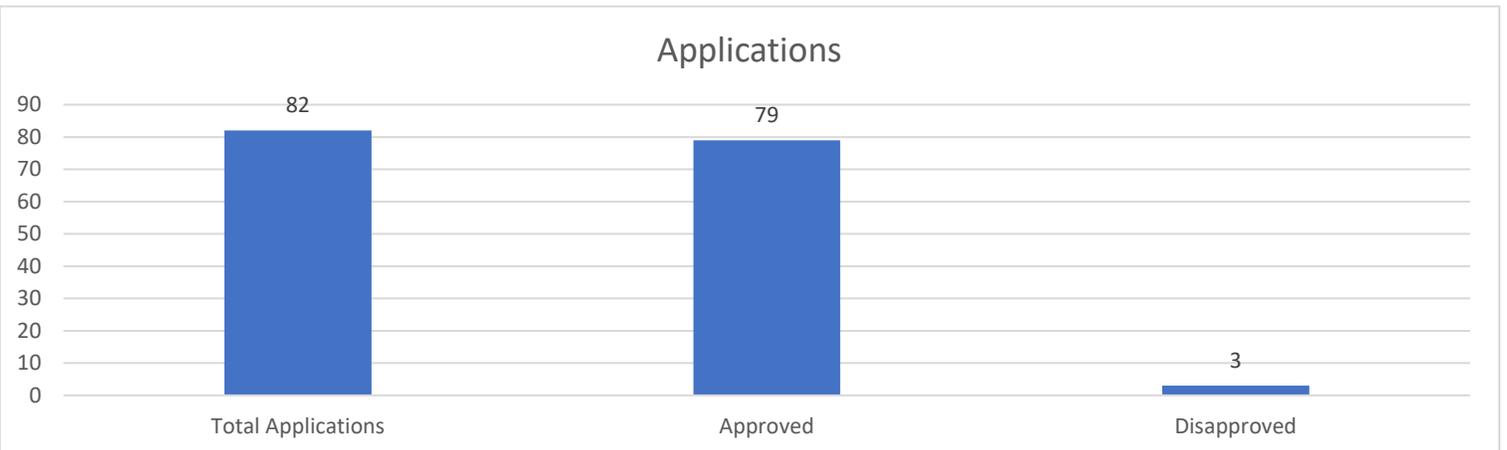
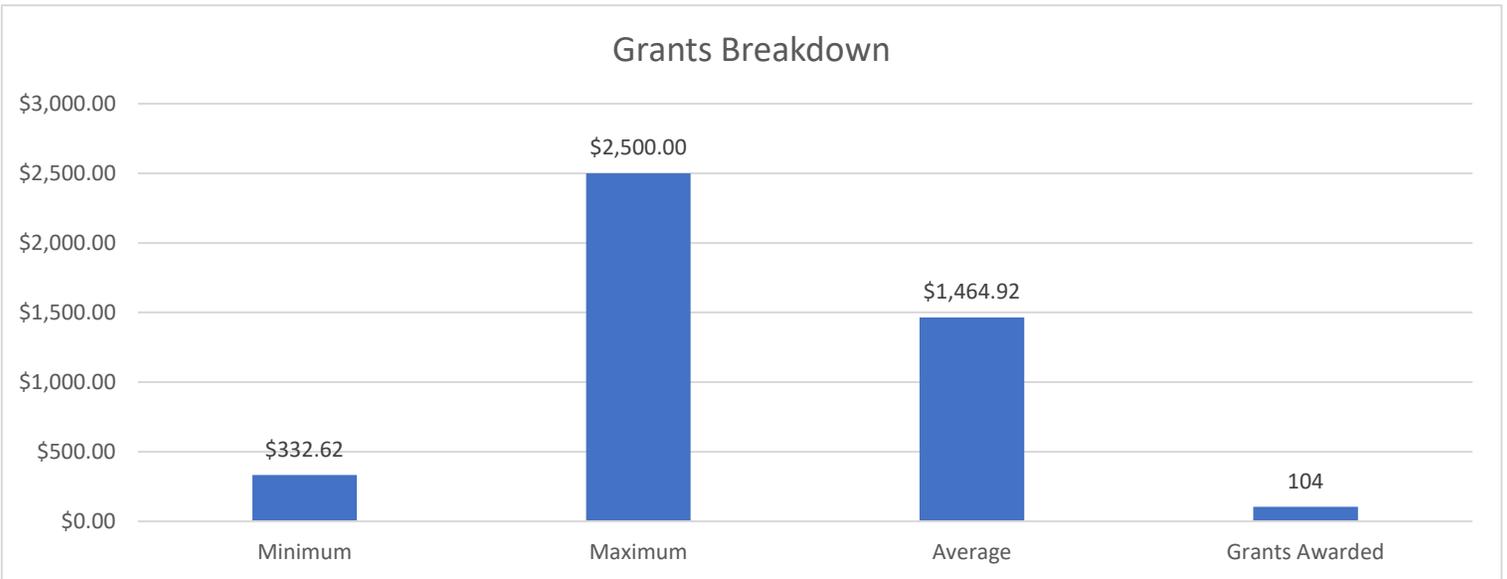
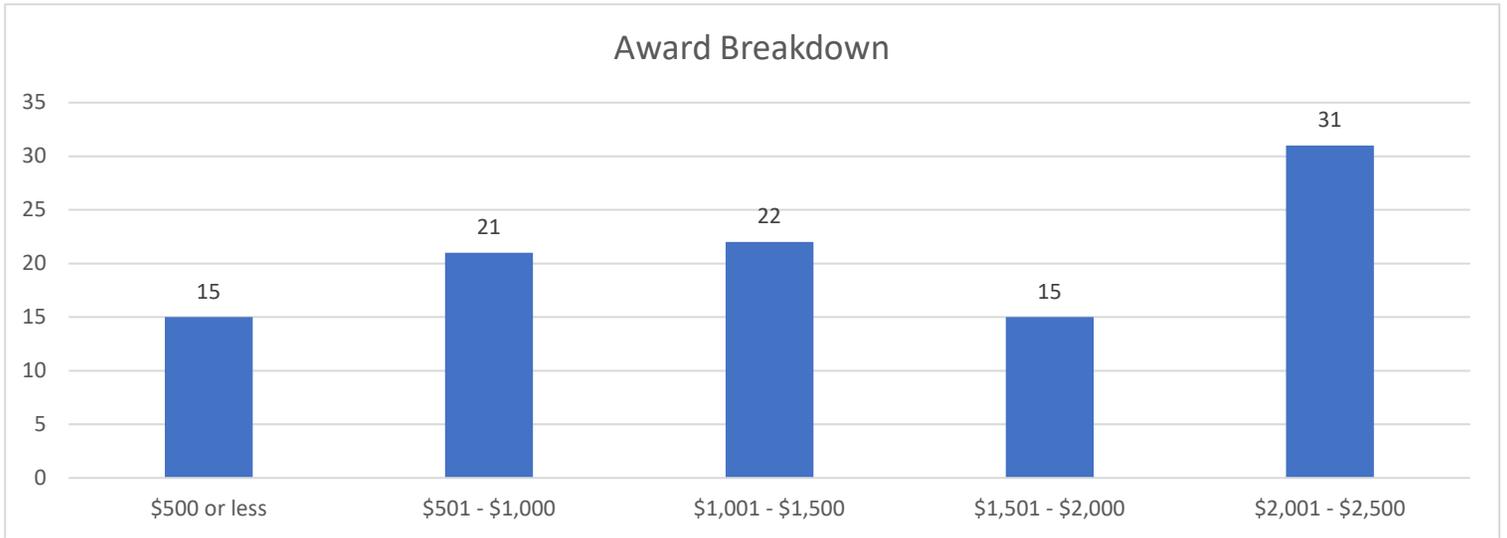
### FOR MORE INFORMATION

Staff Contact: Jason Knope  
Telephone: 541-998-3125  
Staff E-Mail: [jknope@ci.junction-city.or.us](mailto:jknope@ci.junction-city.or.us)



# Business Pandemic Impact Support Program

Fiscal Year 2020-2021 Summary





## Business Pandemic Impact Support Program

*Funding Issued to Date*

App #	April	May	June	July	August	Total
1				\$ 1,110.99	\$ 1,148.16	\$ 2,259.15
2						\$ -
3				\$ 2,500.00		\$ 2,500.00
4						\$ -
5			\$ 1,785.65	\$ 1,985.37		\$ 3,771.02
6						\$ -
7				\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
8						\$ -
9	Withdraw Application					
10						\$ -
11				\$ 2,498.96	\$ 2,498.96	\$ 4,997.92
12				\$ 700.00	\$ 1,165.00	\$ 1,865.00
13						\$ -
14						\$ -
15				\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
16			\$ 1,024.63	\$ 948.78	\$ 1,106.52	\$ 3,079.93
17						\$ -
18				\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
19						\$ -
20				\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
21				\$ 2,152.19	\$ 618.85	\$ 2,771.04
22						\$ -
23				\$ 857.71	\$ 1,416.05	\$ 2,273.76
24						\$ -
25				\$ 1,747.05	\$ 1,998.48	\$ 3,745.53
26				\$ 739.33	\$ 848.31	\$ 1,587.64
27						\$ -
28				\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
29				\$ 361.11	\$ 363.12	\$ 724.23
30						\$ -
31			\$ 600.00	\$ 600.00		\$ 1,200.00
32				\$ 2,140.76	\$ 1,837.73	\$ 3,978.49
33				\$ 768.93		\$ 768.93
34						\$ -
35						\$ -
36		\$ 1,950.26	\$ 1,951.15			\$ 3,901.41
37						\$ -
38						\$ -
39						\$ -
40		\$ 2,500.00	\$ 1,875.00	\$ 2,500.00	\$ 2,364.54	\$ 9,239.54

App #	April	May	June	July	August	Total
41		\$ 2,307.06	\$ 2,406.32	\$ 2,344.88		\$ 7,058.26
42						\$ -
43		\$ 878.13	\$ 900.67	\$ 845.90		\$ 2,624.70
44				\$ 2,001.88	\$ 1,842.52	\$ 3,844.40
45						\$ -
46		\$ 1,787.73		\$ 1,400.00		\$ 3,187.73
47				\$ 800.00	\$ 800.00	\$ 1,600.00
48						\$ -
49			\$ 950.00	\$ 1,751.98		\$ 2,701.98
50						\$ -
51						\$ -
52						\$ -
53						\$ -
54						\$ -
55						\$ -
56	\$ 703.75		\$ 1,568.75	\$ 1,773.75	\$ 1,465.00	\$ 5,511.25
57			\$ 332.62		\$ 451.62	\$ 784.24
58						\$ -
59			\$ 1,889.55	\$ 1,554.94		\$ 3,444.49
60			\$ 2,500.00	\$ 2,500.00		\$ 5,000.00
61		\$ 372.00	\$ 499.00		\$ 499.00	\$ 1,370.00
62						\$ -
63						\$ -
64				\$ 2,169.11	\$ 1,913.70	\$ 4,082.81
65						\$ -
66						\$ -
67				\$ 754.36		\$ 754.36
68				\$ 475.00	\$ 1,110.64	\$ 1,585.64
69				\$ 2,500.00		\$ 2,500.00
70	\$ 461.09					\$ 461.09
71		\$ 1,600.00				\$ 1,600.00
72	\$ 600.00					\$ 600.00
73	\$ 363.07	\$ 363.07	\$ 367.93	\$ 680.75		\$ 1,774.82
74	\$ 1,050.73	\$ 882.57	\$ 1,044.48	\$ 1,059.75	\$ 1,204.47	\$ 5,242.00
75	\$ 1,181.13	\$ 1,073.74	\$ 1,061.02	\$ 1,050.01	\$ 1,072.83	\$ 5,438.73
76	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,500.00
77	\$ 503.41	\$ 492.47	\$ 465.97	\$ 412.28		\$ 1,874.13
78	\$ 1,152.19	\$ 969.05	\$ 1,026.43			\$ 3,147.67
	\$ 8,515.37	\$ 17,676.08	\$ 24,749.17	\$ 60,685.77	\$ 40,725.50	
	\$ 363.07	\$ 363.07	\$ 332.62	\$ 361.11	\$ 363.12	

Grand Total	\$ 152,351.89
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Original Funding Allocated	\$ 215,000.00
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Remaining Funds	\$ 62,648.11
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