



Request for Proposals

Information Technology Support Services

195 S. Hazel Dell Way Suite C
Canby, Oregon 97013
PH. 503-266-4022

SUBMISSIONS DUE BY: Friday April 5, 2024 5:00 pm



TABLE OF CONTENTS

Request for Proposal Notice.....	2
Introduction	3
Background.....	3
Section 1 RFP Submission.....	3-8
Section 2 Scope of Work.....	8-11
Section 3 Submission Requirements	11-12
Section 4 RFP Schedule	12
Section 5 Evaluation Criteria and Process.....	13-14
Section 6 Appendix - Personal Services Agreement and Exhibit A to Agreement	



REQUEST FOR PROPOSALS

Notice is hereby given that the City of Canby will receive Requests for Proposal until **5:00 p.m. Friday, April 5th 2024**, addressed to the attention of Todd M. Wood, Transit and IT Director, Canby Area Transit, 195 S Hazel Dell Way, Canby, OR 97013 for City of Canby Information Technology Support Services.

The City of Canby (City) is soliciting proposals from qualified professional individuals and/or companies (Consultant) to provide information technology (IT) support services. The qualified Consultant will enable the City to maintain and improve its IT system and quality of service, minimize support costs, and maximize return on investment in IT support. The nature of the service will be ongoing support and coordination of the City's IT system to ensure proper implementation of new technologies, general maintenance, and troubleshooting of the IT system. It is the general intent of the City that the Consultant perform routine maintenance and updates to the IT system, as well as providing a needed resource for both the end user of the IT system and staff.

The RFP, scope of work, submittal requirements, and other related information is available at the City of Canby's website: <https://www.canbyoregon.gov/rfps>.

The City of Canby reserves the rights to reject all proposals not in compliance with all prescribed public bidding procedures and requirements, to postpone the award for 60 days, to delete certain items from the Proposal, to reject for good cause all proposals upon the finding that it is in the public interest to do so and waive all informalities.

Proposal format and other related information is available at the Canby Area Transit building, 195 S. Hazel Dell Way Suite C, Canby, Oregon 97013 or <https://www.canbyoregon.gov/rfps>.

Requests for Proposals are due at the Canby Area Transit facility by **5:00 p.m. PST, Friday, April 5th, 2024**. Electronic submission in PDF format is preferred by email to: woodt@canbyoregon.gov. Proposals can also be mailed or be delivered to:

**Canby Area Transit
Attention: Todd Wood
195 S. Hazel Dell Way
Canby, OR 97013**

Responses received after the designated closing date and time will not be opened or reviewed.

Introduction

The City of Canby (City) is soliciting proposals from qualified professional individuals and/or companies (Consultant) to provide information technology (IT) support services. The qualified Consultant selected will be the point person for the City of Canby's IT needs. The qualified Consultant will enable the City to maintain and improve its IT system, improve quality of service, minimize support costs, and maximize return on investment in IT support. The nature of the service will be ongoing support and coordination of the City's IT system to ensure proper implementation of new technologies, general maintenance, and troubleshooting of the IT system.

Background

The City of Canby is a municipal governmental entity providing a full range of services including public transit; police protection; land use planning; wastewater services; library services; construction and maintenance of streets and infrastructure; recreational activities, and cultural events. Canby employs 76 staff and is governed by a city council comprised of six councilors, and the mayor. The City currently has computer hardware equipment located in the following primary locations:

1. City Hall
2. Police Station
3. Library
4. Transit Office
5. Transit Center
6. Public Works and Shops facilities
7. Wastewater Treatment Plant
8. Aquatic Center

The City of Canby currently employs servers running Microsoft Windows along with Microsoft Windows Desktop PC's, notebook, and tablet PC's running Windows 10 or 11. Additionally, there are several iPads deployed in various capacities. Desktop PC's are located throughout the city operations. These PC's vary by age, specifications, software, and service pack versions. The notebook or tablet PC's vary by age, specifications, software, and service pack versions.

SECTION 1 REQUEST FOR PROPOSAL SUBMISSIONS

1.1 General

Proposers must study carefully and conform to these "Instructions and Conditions" so that their proposals will be regular, complete and acceptable.

1.2 Proposals

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation. Proposals carrying orders or qualifications may be rejected as irregular. All proposals must be signed in ink in the blank spaces provided herein. If a company or partnership makes the proposal, the name and address of the company or partnership shall be shown, together with the names and addresses of the

members. If a corporation makes the proposal, an official who is authorized to bind the contractor must sign it in the name of such corporation.

Proposals shall be submitted on the prescribed form and in the said manner as indicated in these solicitation documents. The Canby Review Committee reserves the right to reject all Proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause all proposals upon the finding that it is in the public interest to do so and waive all informalities.

If a company or partnership makes the proposal, the name and address of the company or partnership shall be shown, together with the names and addresses of the members. If a corporation makes the proposal, an official who is authorized to bind the contractor must sign it in the name of such corporation.

1.3 Receipt and Opening of Proposals

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened. No responsibility will be attached to any official of the city for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

Proposals shall be opened to avoid disclosure of contents to competing proposals during the process of negotiation. Proposals will not be available for public inspection until after the City issues a notice of intent to award a contract.

1.4 Withdrawal of Proposals

Proposals may be withdrawn by written or email request received from the Consultant prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Every proposal constitutes a firm offer that is valid for no less than sixty (60) days, or longer with the consent of a proposer. The proposal will be irrevocable for a minimum of sixty (60) days until such time as the City of Canby:

- a. Specifically rejects the proposal, or.
- b. Awards a contract and said contract is properly executed.

1.5 Modifications

Any proposer may modify his/her proposal by submitting a new proposal at any time prior to the scheduled closing time for receipt of proposals. The new proposal must state it supersedes and replaces the previous proposal.

1.6 Acceptance or Rejection of Proposal

In the award of the contract, the City of Canby will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of the City of Canby, and reserves the right to award the contract to the contractor whose proposal shall be best for the public good. The City of Canby reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any

proposal which is incomplete, obscure, or irregular, may be rejected. Only one proposal will be accepted from any one company or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

Since this is a Request for Proposals for personal services, the City will not add a percent increase on the proposal of a nonresident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides.

1.7 Questions, Addenda and Interpretations

Any questions regarding this process should be directed in writing by email to Todd Wood at thompsonm@canbyoregon.gov. All questions must be submitted in writing by 2:30 pm PT on March 21, 2024. Proposer questions and the City's responses will be made available to all proposers and posted on the city's website.

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and emailed to **Todd Wood** at woodt@canbyoregon.gov and, to be given consideration, must be received at least ten (10) days prior to the date set for the opening of proposals. The City will not consider any requests for interpretation received after 4:00pm PT on the day they are due.

The City may, but is not required to, respond to a request for an interpretation. If, in the City's opinion, a response would materially change the terms of the RFP, the City will issue an addendum to all prospective proposers no later than five days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

A Proposer may protest any term, condition or provision of this RFP or the sample personal services agreement at least ten (10) days prior to the date proposals are due. A solicitation protest must include the reasons for the protest, and include any proposed changes to the terms, conditions or provisions of this RFP or the sample personal services agreement, which, if the City made the change, would resolve the protest. The City will not consider any solicitation protest received after 4:00pm PT on the day they are due. Any solicitation protest must be in writing and emailed to Todd Wood at woodt@canbyoregon.gov.

In all cases, proposers are obligated to ensure the City receives any documents by the applicable deadline. The City has no obligation to acknowledge receipt.

1.8 Nondiscrimination

The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status,

physical or mental disability, 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 disability.

1.9 Specifications Limiting Competition

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Such comments must be in writing and emailed to the city at the following address: **Todd Wood** woodt@canbyoregon.gov.

1.10 Employees Not to Benefit

No employee or elected official of The City of Canby shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No Contractor shall provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

1.11 City Furnished Property

No material, labor or facilities will be furnished by the city unless otherwise provided for in the Request for Proposals.

1.12 Costs

All costs incurred by the company in preparation of Proposals to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the submitting company; the City shall not be liable for any of these costs.

1.13 Length of Contract

The Contract period will run for three (3) years beginning and ending June 30, 2024. OPTIONS: An option of three (3) one year contract extensions will be provided with maximum option ending June 30, 2027. Compensation for Option Extensions will be negotiated between Contractor and City no less than forty-five (45) days prior to expiration. Both parties will give prior written notice to the other of their desire to extend the Contract for an additional twelve (12) month period no later than January 15th of the Contract year.

If notice is not given in writing by said date by both parties, it will be presumed that one or the other of the parties does not wish to extend the Contract. In that event, the Contract will terminate as of June 30th of the Contract Year.

If both parties desire to extend the Contract negotiations regarding compensation for cost of service or other modifications will be completed prior to March 1st of the Contract Year.

1.14 Termination of Contract

The resulting contract may be terminated by:

- a. Mutual written consent of the parties.
- b. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
- c. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
- d. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
- e. If Contractor fails to abide by the terms of this Agreement.
- f. If services are no longer required.

1.15 Protest of Award

The City will issue a "Notice of Intent to Award" a contract. Any proposer who has an objection to an award of the contract may lodge that protest in writing with the City Attorney at the address listed below. Award protests shall include "Canby Area Transit Master Plan Update – Award Protest" in the subject line or written on the front of the envelope. Send protest letter to:

**David Doughman, City Attorney
City of Canby
PO Box 930
222 NE 2nd Ave.
Canby, OR 97013**

Award protests shall include "City of Canby Information Technology Services – Award Protest" in the subject line or written on the front of the envelope. The written protest must be received by the City of Canby no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued.

The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City of Canby will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City of Canby will promptly issue a written decision on the protest to the Proposer who submitted the protest.

If the City of Canby's written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City of Canby's decision regarding the protest is final and concludes the administrative appeals process.

1.16 Subcontractors

The City of Canby requires that each proposer shall state in his proposal the subcontractor(s) that he anticipates employing to perform any work or labor, or any service, in or about the construction of the work or improvement. This statement shall include the name of the

subcontractor, address, telephone, estimated percentage of work, statement of qualifications and experience and the nature of the work to be performed. The Contractor shall be responsible for transmitting and enforcing all contract requirements to subcontractors. The proposal shall also state the method for selecting the subcontractor.

1.17 Payments

The Contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted, less deductions, if any, as provided.

- a. No claims will be considered for payment until the services are rendered except for Solicitations or Purchase Orders that designate otherwise.
- b. Payments will be made monthly, or as agreed, for any claims supported by an invoice and a duplicate.
- c. The City of Canby reserves the right, under this contract, to recover any damages due to the City as specified in the clause of this contract entitled "Default".

1.18 Confidentiality

Confidentiality of computer information and data is vital. The selected Consultant and its employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. The Consultant must permit the City to perform a criminal background investigation on Consultant's employees who have access to the City's system and the Consultant will provide requested employee information when reasonably requested by the City.

SECTION 2 SCOPE OF WORK

The primary scope of work is to provide proactive and predictive support services, routine preventative maintenance services, recommendations concerning system improvements and cost savings, improved system reliability and capabilities, and technical support for future designs and purchases of equipment, software, and license agreements. Additional services include business consulting, project management, procurement as a service, vendor liaison and management services, and service desk and operations monitoring.

The Consultant will establish and maintain the City's independent email account and ensure each City employee can appropriately establish and maintain an email account. The Consultant will work in conjunction with a City of Canby employee, IT Coordinator position. Below is a detailed list of the IT support and services the Consultant will provide the City:

2.1 Initial Assessment

The Consultant will provide a detailed written report within 45 days of commencement of the contract, and by January 15th of each year thereafter during the term of the contract, containing an analysis of the City's computer infrastructure (i.e., computer hardware, software, and peripheral IT devices and equipment). The written report will contain an analysis of all license agreements and an evaluation of equipment efficiency, life expectancy, capacity, speed, and current processes. The written report will also contain recommendations to improve the City's entire computer network, hardware,

software, and license agreements.

2.2 Desktop Applications Support

The Consultant will perform basic support functions, including installing desktops, laptops, PDAs, mobile phone support, network printers, and standalone printers as well as other computer peripherals and office automated software. The Consultant will diagnose and correct desktop application problems, configure all computers for standard applications, and identify and correct end user hardware problems to include advanced troubleshooting). The inventory of all computer-related hardware and software should be updated, maintained, and made available to City staff upon request.

2.3 Server and Workstation Administration Services

The Consultant will manage computer network and associated hardware, software, and communications and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. This includes:

- a. Monitoring server performance and capacity management services
- b. Ensuring scheduled preventive maintenance for equipment is promptly performed back-up plans developed with procedural documentation
- c. Performing configuration management, including changes, upgrades and patches, management of user logins and password security and documenting tasks. Providing timely notifications to employees regarding changes and upgrades.
- d. Supporting software products relating to servers and workstations and timely respond to repair and maintenance work for the user

2.4 Network Administration Services

The Consultant will maintain and support network equipment including the site-to-site wireless, local area public/private wireless, switches, firewalls, routers, and other security devices are required. This includes coordination with the ISP providers of Direct Link Broadband, or any other future ISP provider. Since much of the City's data and infrastructure has been moved to the cloud, Consultant will need to have cloud experience/capability. The Consultant will:

- a. Install, monitor, maintain all City assets (i.e., printers, scanners, network devices, backup, WAN, LAN, VOIP phone system, security cameras, public access cameras, web sites, and any other computer peripherals or devices).
- b. Analyze routine configuration changes and install software patches and upgrades including minor cabling as needed.
- c. Provide proactive monitoring of network equipment including bandwidth utilization and other performance indicators, and report when specified thresholds are reached.
- d. Provide network performance and capacity management services, device discovery and network troubleshooting, etc.
- e. Provide technical leadership for server technology issues and maintain

network documentation and procedures.

2.5 Email

The Consultant will manage the City's email system and ensure domain name is established properly. Secure encrypted email, email archiving, and SPAM protection services are required and must be monitored and maintained by the Consultant. An email account notification has been established for reporting IT maintenance problems or needed support and will be directed to both the City IT Coordinator and the Consultant. The work order system will serve as a record log for all IT support calls, follow-up, and resolution.

The Consultant will be responsible for adding, deleting, or changing employee email accounts of City employees and ensure that each email account is working efficiently and effectively free of uninterrupted errors, and ensure that each individual email account can maintain ample server space so that employees may store several years of email data.

2.6 Security, Backup Efforts and City Website

The Consultant will ensure that all City servers, desktops, and laptops are protected by antivirus software and that adequate firewall(s) are in place to prevent unwanted intrusion into the City's computer network system. Systems will be designed to notify City employees when system security is breached and when system hardware is not operating efficiently.

The Consultant will perform security audits as requested and notify City personnel immediately of suspected breach of security or intrusion detection. A backup system will be established to prevent loss of data and functionality. The Consultant will configure the City's system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel. The Consultant will provide support and maintenance service for the City's website.

2.7 Security Framework Compliance

The Consultant will maintain compliance for CJIS and CTS Controls V8 security frameworks including CJIS Level 4 Certification for their systems and technicians accessing City of Canby systems. Experience with the Microsoft 365 GCC High security platform is required.

Compliance will include annual (or more frequently if appropriate) security training including email phishing, and ransomware protection. Consultant will provide annual penetration testing and risk assessment. Data Loss Prevention and Intrusion Detection will be managed with a SIEM/SOAR capability. The Consultant will train Canby staff about changes and updates to systems that impact security and user performance.

2.8 Strategic Planning

Upon request, the Consultant will engineer, plan, and design services for major system enhancements, including installations and upgrades of new and existing systems. Examples include major server upgrades, storage system upgrades, redesign of backup systems, etc. The Consultant will make recommendations for future purchases of

hardware, software, and technology needs and install new servers, software, and hardware when required. Examples include major network upgrades, provider changes, IP schema design, installation of core network devices, etc.

2.9 Budgeting/Financial Planning and Forecasting

The Consultant will assist in preparing the annual budget to include adoption of emerging technologies, cybersecurity improvements, infrastructure enhancements, expansion of City service as needed, and business continuity/disaster recovery preparedness. These budgets/forecasts will include software upgrades and Operating System end-of-life response.

2.10 On Demand Response

The Consultant will offer proactive and predictive solutions for on-demand responses to the City's IT requests. The Consultant will have access and be available during the City's normal business hours. The Consultant will be expected to perform maintenance service after hours and on weekends in situations which would least likely disrupt City staff during regular business hours. The Consultant will be permitted to perform some routine procedures remotely; however, the Consultant will be expected to perform on site visits both for routine preventative maintenance and on demand response.

The Consultant will be expected to guarantee a one-hour response time for emergency situations and be expected to provide seamless integration to City staff for support via phone, email, or other designated means. City will be expected to have full access to this system. Consultant will be expected to demonstrate their Network Operations Center capabilities and provide Consultant's Service Level Agreement and escalation matrix along with in house organizational chart which will coincide with the City's requirements.

SECTION 3 SUBMISSION REQUIREMENTS

The City's goals are provision of secure smooth operating, efficient processes, and an effective IT system. Due to the nature of this process, it is requested that each proposal be brief and to the point and consist of no more than ten pages. Each proposal will provide the following information:

3.1 Cover Letter - A one-page dated cover letter indicating the company's interest in the service with signature shall be submitted containing:

- a. Name, address, website address, tax filing name (Federal and State), and number of the corporation or business structure submitting the proposal and if the company is a resident vendor, as defined in ORS 279A.120.
- b. Name, address, telephone, email, and title of the person authorized to represent the company. The letter must be signed by the authorized person.
- c. A brief statement of the proposer's understanding of the services to be performed and commitment to provide the services.
- d. A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal's due date.

3.2 Experience, Organization and Qualifications of Consultant or Firm

- a. Identify employees and areas of involvement (e.g., technical support, programming, consulting, administrative support) and skills matrix for the employee(s) that will be servicing the City of Canby account.
- b. Provide the Length of time in business providing the same or similar services to the City's proposed services.
- c. Indicate number of existing clients and if any are in the public sector.
- d. Provide the name, title, address, and phone number of at least three references of clients who have received similar services from the proposer, including information referencing the actual services performed, number of users, and length of tenure. The consultant must grant the city permission to contact all references.
- e. Identify the location of the company's principal office and location of staff expected to work performing this service.

3.3 Proposal

- a. Describe the approach the proposer will use in providing the services required and the methodology for providing on-going support.
- b. Describe how the proposer is positioned to provide the services and along with a history of experience in providing similar services. Address support service such as:
 - On site and remote help desk support as well as work and after hours
 - How do employees contact after hours support
 - Number of staff that will be available for support
 - Structure of charges for support (e.g., ongoing preventative maintenance fee verses on demand calls and consultant services).
 - Steps for resolving problem escalations
 - Final authority regarding conflicts
 - Response time and goal for resolving problems
- c. Add any scope of services beyond the RFP that the proposer provides which may be of interest to the City or how the proposer may be uniquely qualified to perform the services.
- d. Explain any contract termination or default or other incident in the past five years. Termination or default is defined as notice to stop services for non-performance or poor performance, whether the issue was litigated or not. If default occurred, list name, address, and phone number of the party.

3.4 Cost of Services

Define how the proposer's services are priced, and any specific pricing you can provide. The proposal must contain a fee schedule that includes hourly rates for proposed on-demand calls with a fixed monthly rate for ongoing preventative maintenance services. Define any additional charges (e.g., travel expense, licenses, subscription, etc.).

3.5 Proposal Summary

Summarize the proposal and the proposer's qualifications. The proposer may include other pertinent information that helps the City determine the

proposer's overall qualifications.

SECTION 4 RFP SCHEDULE

The following shows the schedule of events:

RFP is advertised and notices sent	March 11, 2024
Deadline for additional questions	March 21, 2024
Additional questions/interpretation response	March 25, 2024
PROPOSALS DUE	April 5, 2024
Interviews	Week of April 8, 2024
Selection announced	April 12, 2024
Protest period ends	April 19, 2024
First reading by Canby City Council	May 1, 2024
Contract Awarded by City Council	June 5, 2024
Service begins	TBD

SECTION 5 EVALUATION CRITERIA AND PROCESS

A review committee will conduct an initial evaluation of qualifications and will rate each submittal based upon the following criteria Each proposal will be evaluated on their adherence to the specifications outlined in Section 2, "Scope of Work and Conditions," and Section 4.2, "Evaluation Criteria."

The highest qualified companies will be contacted for further evaluation, if necessary, that may include oral interviews and reference verifications. The primary intent in the selection process is to provide the city with a given level of specialized skill, knowledge, and resources and qualifications, performance history, expertise, knowledge, and the ability to exercise sound professional judgment.

5.1 EVALUATION CRITERIA

The following criteria will be considered in evaluating all proposals. The use of the rating points system is only a guide to the Review Committee. A major deficiency in any one category can disqualify the company.

Evaluation Criteria	Points
Experience in Public Sector support	1-10
Understanding of services to be provided	1-10
Personal experience	1-10
CJIS Level 4 Certification (1 pt. for each cert.)	1-10
Cybersecurity Framework Compliance	1-10
Geographic Proximity & On-site Support	0-5
Project approach	0-5
Satisfaction of clients and end users	0-5
Presentation of proposal (clarity & creativity)	0-5
Proposal lowest cost	0-5
Maximum Total Point	65+

5.2 Evaluation Process

The highest qualified companies will be contacted for further evaluation, if necessary, that may include oral interviews and reference verifications. The primary intent in the selection process is to provide the city with a given level of specialized skill, knowledge, and resources and qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment.

Upon selection of the most qualified company(s), the City will issue a Notice of Intent to Award to all proposers. If there are no protests, or when the City has issued a response to any protest, the successful proposer will execute a personal services contract with the City. A sample Personal Services Contract may be found at the end of this document. During contract creation the City may require any additional information it deems necessary to clarify the approach and understanding of the requested services. If the City is unable to come to terms with the first-choice company, discussions shall be terminated, and negotiations will begin with the second-choice company. The City reserves the right to reject all proposals.

SECTION 6 APPENDIX – Personal Services Agreement

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and XX (Contractor). The effective date of this Agreement is _____ ("Effective Date").

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto and incorporated by reference. Terms and conditions in this Agreement will take precedence over any conflicting term or condition in an exhibit to this Agreement, including Exhibit A.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$XXX,XXX.00 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
 - D. Contractor expressly acknowledges that as an independent contractor, Contractor is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285.
5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement will run from the Effective Date until _____. If the term ends on a specific date, the Agreement will terminate at 5pm on that date.
 - B. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension

thereof.

- b. If Contractor fails to abide by the terms of this Agreement.
- c. If services are no longer required.

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

By entering into this agreement, the Contractor represents and warrants that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

Without limiting its obligation to comply with all applicable laws, Contractor will comply with the following laws, which the State of Oregon requires to be expressly incorporated into this Agreement: ORS 279B.220; ORS 279B.230; and ORS 279B.235.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (**Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.**). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, expense or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement, and Contractor shall indemnify, defend and hold the City of Canby harmless from and against such damages, injuries, losses, expenses or costs.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys' fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

CITY: Eileen Stein, Interim City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: XXXX

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov**

13. Applicable Law and Venue. The laws of the State of Oregon govern this Agreement, without regard to conflict of laws principles. Any dispute arising out of or related to this Agreement between the parties will be resolved in the Circuit Court of the State of Oregon, Clackamas County. The parties agree to the personal jurisdiction of Clackamas County Circuit Court.
14. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the

parties with respect to the subject matter of this Agreement.

15. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
16. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. In addition, Contractor shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.
17. Third-Party Beneficiaries. The only parties to this Agreement are the City of Canby and the Contractor. No third-parties are intended to benefit from this Agreement, by implication or otherwise.
18. No Waiver. A waiver of any provision of this Agreement will only be effective if it is made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

CITY OF CANBY

By:

By:

Date:

Date:

Subcontractors will be used ____ Yes ____ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

David Doughman, Interim City Attorney

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date _____

EXHIBIT A

Data Protection and Information Security

This Data Protection and Information Security Exhibit ("Exhibit B") is an attachment to the Agreement and sets forth the data protection and information security requirements of CITY OF CANBY. This Exhibit includes by reference the terms and conditions of the Agreement. In the event of any inconsistencies between this Exhibit and the Agreement, the parties agree that the terms and conditions of the Exhibit will prevail. Throughout the term of the Agreement and for as long as Vendor controls, possesses, stores, transmits, or processes Confidential Information as part of the Services provided to CITY OF CANBY, Vendor will comply with the requirements set forth in this Exhibit. Vendor's failure to strictly comply with terms and conditions of this Exhibit B, as well as any Information Protection Laws as that term is defined below, will constitute a material breach under the Agreement.

1. Definitions

"Authorized Personnel" for the purposes of this Exhibit, means Vendor's employees or subcontractors who: (i) have a need to receive or access Confidential Information or Personal Information to enable Vendor to perform its obligations under the Agreement; and (ii) are bound in writing with Vendor by confidentiality obligations sufficient for the protection of Confidential Information and Personal Information in accordance with the terms and conditions set forth in the Agreement and this Exhibit.

"Common Software Vulnerabilities" (CSV) are application defects and errors that are commonly exploited in software. This includes but is not limited to:

- (i) The CWE/SANS Top 25 Programming Errors – see <http://cwe.mitre.org/top25/> and <http://www.sans.org/top25-software-errors/>
- (ii) The Open Web Application Security Project's (OWASP) "Top Ten Project" – see <http://www.owasp.org>

"Confidential Information" is as defined in the Agreement, and includes Personal Information; provided that, Personal Information shall remain Confidential Information even if at the time of disclosure or collection, or later, it is or becomes known to the public.

"Industry Standards" mean generally recognized industry standards, best practices, and benchmarks including but not limited to:

- (i) Payment Card Industry Data Security Standards ("PCI DSS") – see <http://www.pcisecuritystandards.org/>
- (ii) National Institute for Standards and Technology – see <http://csrc.nist.gov/>
- (iii) ISO / IEC 27000-series – see <http://www.iso27001security.com/>
- (iv) COBIT 5 – <http://www.isaca.org/cobit/>
- (v) Cyber Security Framework – see <http://www.nist.gov/cyberframework/>
- (vi) Cloud Security Alliance – see <https://cloudsecurityalliance.org/>
- (vii) Other standards applicable to the services provided by Vendor to CITY OF CANBY

“Information Protection Laws” mean all local, state, federal and international laws, standards, guidelines, policies, regulations, and procedures applicable to Vendor or CITY OF CANBY pertaining to data security, confidentiality, privacy, and breach notification.

“Personal Information” also known as Personally Identifiable Information (PII), is information of CITY OF CANBY customers, employees and subcontractors or their devices gathered or used by Vendor that can be used on its own or combined with other information to identify, contact, or locate a person, or to identify an individual or his or her device in context.

Examples of Personal Information include name, social security number or national identifier, biometric records, driver’s license number, device identifier, IP address, MAC address, either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual or device, such as date and place of birth, mother’s maiden name, etc. Personal Information might also be defined under applicable state or federal law in the event of a Security Incident.

“Security Incident” is any actual or suspected occurrence of:

- (i) Unauthorized access, use, alteration, disclosure, loss, theft of, or destruction of Confidential Information or the systems / storage media containing Confidential Information
- (ii) Illicit or malicious code, phishing, spamming, spoofing
- (iii) Unauthorized use of, or unauthorized access to, Vendor’s systems
- (iv) Inability to access Confidential Information or Vendor systems as a result of a Denial of Service (DOS) or Distributed Denial of Service (DDOS) attack
- (v) Loss of Confidential Information due to a breach of security

“Security Vulnerability” is an application, operating system, or system flaw (including but not limited to associated process, computer, device, network, or software weakness) that can be exploited resulting in a Security Incident.

2. Roles of the Parties and Compliance with Information Protection Laws

As between CITY OF CANBY and Vendor, CITY OF CANBY shall be the principal and Vendor shall be its agent with respect to the collection, use, processing, and disclosure of all Confidential Information. The Parties shall comply with their respective obligations as the principal (e.g., data owner/controller/covered entity) and agent (e.g., data processor/business associate/trading partner) under all Information Protection Laws. The Parties acknowledge that, with respect to all Confidential Information processed by Vendor for the purpose of providing the Services under this Agreement:

- a) CITY OF CANBY shall determine the scope, purpose, and manner in which such Confidential Information may be accessed or processed by Vendor, and Vendor shall limit its access to or use of Confidential Information to that which is necessary to provide the Services, comply with applicable laws, or as otherwise directed by CITY OF CANBY;
- b) Each party shall be responsible for compliance with Information Protection Laws in accordance with their respective roles; and

- c) Vendor and CITY OF CANBY shall implement the technical and organizational measures specified in this Exhibit and any additional procedures agreed upon pursuant to a Statement of Work ("SOW") to protect Confidential Information against unauthorized use, destruction or loss, alteration, disclosure, or access.

3. General Security Requirements

Vendor will have an information security program that has been developed, implemented and maintained in accordance with Industry Standards. At a minimum, Vendor's information security program will include, but not be limited to, the following elements:

- 3.1 Information Security Program Management. Vendor will have or assign a qualified member of its workforce or commission a reputable third-party service provider to be responsible for the development, implementation, and maintenance of Vendor's enterprise information security program.
- 3.2 Policies and Standards. To protect CITY OF CANBY Confidential Information, Vendor will implement and maintain reasonable security that complies with Information Protection Laws and meets data security Industry Standards.
 - a) Security Policies and Standards. Vendor will maintain formal written information security policies and standards that:
 - (i) Define the administrative, physical, and technological controls to protect the confidentiality, integrity, and availability of Confidential Information, CITY OF CANBY systems, and Vendor systems (including mobile devices) used in providing Services to CITY OF CANBY
 - (ii) Encompasses secure access, retention, and transport of Confidential Information
 - (iii) Provide for disciplinary or legal action in the event of violation of policy by employees or Vendor subcontractors and vendors
 - (iv) Prevent unauthorized access to CITY OF CANBY data, CITY OF CANBY systems, and Vendor systems, including access by Vendor's terminated employees and subcontractors
 - (v) Employ the requirements for assessment, monitoring, and auditing procedures to ensure Vendor is compliant with the policies
 - (vi) Conduct an annual assessment of the policies, and upon CITY OF CANBY written request, provide attestation of compliance.
 - b) In the SOW, Vendor will identify to CITY OF CANBY all third-party vendors (including those providing subcontractors to Vendor) involved in the provision of the Services to CITY OF CANBY and will specify those third-party vendors that will have access to Confidential Information.
- 3.3 Access Control. Vendor will ensure that CITY OF CANBY Confidential Information will be accessible only by Authorized Personnel after appropriate user authentication and access controls (including but not limited to two-factor authentication) that satisfy the requirements of this Exhibit. Each Authorized Personnel shall have unique access credentials and shall receive training which includes a prohibition on sharing access credentials with any other person. Vendor should maintain access logs relevant to CITY

OF CANBY Confidential Information for a minimum of twenty-four (24) months or other mutually agreed upon duration.

- 3.4 Data Backup. The parties shall agree in an SOW the categories of CITY OF CANBY Confidential Information that Vendor is required to back up. Unless otherwise agreed to in writing by CITY OF CANBY, backups of CITY OF CANBY Confidential Information shall reside solely in the United States. For the orderly and timely recovery of Confidential Information in the event of a service interruption:
- a) Vendor will store a backup of Confidential Information at a secure offsite facility and maintain a contemporaneous backup of Confidential Information on-site to meet needed data recovery time objectives.
 - b) Vendor will encrypt and isolate all CITY OF CANBY backup data on portable media from any backup data of Vendor's other customers.
- 3.5 Business Continuity Planning (BCP) and Disaster Recovery (DR). Vendor will maintain an appropriate business continuity and disaster recovery plan to enable Vendor to adequately respond to and recover from business interruptions involving CITY OF CANBY Confidential Information or services provided by Vendor to CITY OF CANBY.
- a) At a minimum, Vendor will test the BCP & DR plan annually, in accordance with Industry Standards, to ensure that the business interruption and disaster objectives set forth in this Exhibit have been met and will promptly remedy any failures. Upon CITY OF CANBY's request, Vendor will provide CITY OF CANBY with a written summary of the annual test results.
 - b) In the event of a business interruption that activates the BCP & DR plan affecting the Services or Confidential Information of CITY OF CANBY, Vendor will notify CITY OF CANBY's designated Security Contact as soon as possible.
 - c) Vendor will allow CITY OF CANBY or its authorized third party, upon a minimum of thirty (30) days' notice to Vendor's designated Security Contact, to perform an assessment of Vendor's BCP and DR plans once annually, or more frequently if agreed to in an SOW. Following notice provided by CITY OF CANBY, the parties will meet to determine the scope and timing of the assessment.
- 3.6 Network Security. Vendor agrees to implement and maintain network security controls that conform to Industry Standards including at a minimum the following:
- a) Firewalls. Vendor will utilize firewalls to manage and restrict inbound, outbound, and internal network traffic to only the necessary hosts and network resources.
 - b) Network Architecture. Vendor will appropriately segment its network to only allow authorized hosts and users to traverse areas of the network and access resources that are required for their job responsibilities.
 - c) Demilitarized Zone (DMZ). Vendor will ensure that publicly accessible servers are placed on a separate, isolated network segment typically referred to as the DMZ.
 - d) Wireless Security. Vendor will ensure that its wireless network(s) only utilize strong encryption, such as WPA2.

- e) Intrusion Detection/Intrusion Prevention (IDS/IPS) System – Vendor will have an IDS and/or IPS in place to detect inappropriate, incorrect, or anomalous activity and determine whether Vendor’s computer network and/or server(s) have experienced an unauthorized intrusion.

3.7 Application and Software Security. Vendor, should it provide software applications or Software as a Service (SaaS) to CITY OF CANBY, agrees that its product(s) will remain secure from Software Vulnerabilities and, at a minimum, incorporate the following:

- a) Malicious Code Protection. Vendor’s software development processes and environment must protect against malicious code being introduced into its product(s) future releases and/or updates.
- b) Application Level Security. Vendor must use a reputable 3rd party to conduct static/manual application vulnerability scans on the application(s) software provided to CITY OF CANBY for each major code release or at the time of contract renewal. An *internally* produced static/manual test from the Vendor will not be accepted. Results of the application testing will be provided to CITY OF CANBY in a summary report and vulnerabilities categorized as Very High, High or that have been identified as part of the OWASP top 10 and SANS top 25 within ten (10) weeks of identification.
- c) Vulnerability Management. Vendor agrees at all times to provide, maintain, and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure from Common Software Vulnerabilities.
- d) Logging. Vendor software that controls access to Confidential Information must log and track all access to the information.
- e) Updates and Patches. Vendor agrees to promptly provide updates and patches to remediate Security Vulnerabilities that are exploitable. Upon CITY OF CANBY’s request, Vendor shall provide information on remediation efforts of known Security Vulnerabilities.

3.8 Data Security. Vendor agrees to preserve the confidentiality, integrity, and accessibility of CITY OF CANBY Confidential Information with administrative, technical, and physical measures that conform to Industry Standards that Vendor then applies to its own systems and processing environment. Unless otherwise agreed to in writing by CITY OF CANBY, Vendor agrees that any and all CITY OF CANBY Confidential Information will be stored, processed, and maintained solely on designated systems located in the continental United States. Additionally:

- a) Encryption. Vendor agrees that all CITY OF CANBY Confidential Information and Personal Information will be encrypted with a Federal Information Processing Standard (FIPS) compliant encryption product, also referred to as 140-2 compliant. Symmetric keys will be encrypted with a minimum of 128-bit key and asymmetric encryption requires a minimum of 1024 bit key length. Encryption will be utilized in the following instances:

- CITY OF CANBY Confidential Information and Personal Information will be stored on any portable computing device or any portable storage medium.

- CITY OF CANBY Confidential Information and Personal Information will be transmitted or exchanged over a public network.
 - b) Data Segregation. Vendor will segregate CITY OF CANBY Confidential Information and Personal Information from Vendor's data and from the data of Vendor's other customers or third parties.
- 3.9 Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no Confidential Information of any kind shall be transmitted, exchanged, or otherwise passed to other parties except on a case-by-case basis and only with the prior written consent of CITY OF CANBY.
- 3.10 Data Destruction and Data Retention. Upon expiration or termination of this Agreement or upon CITY OF CANBY's written request, Vendor and its Authorized Personnel will promptly return to CITY OF CANBY all CITY OF CANBY Confidential Information and/or securely destroy CITY OF CANBY Confidential Information. At a minimum, destruction of data activity is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see <http://csrc.nist.gov/>. If destroyed, an officer of Vendor must certify to CITY OF CANBY in writing within ten (10) business days all destruction of CITY OF CANBY Confidential Information. If Vendor is required to retain any CITY OF CANBY Confidential Information or metadata to comply with a legal requirement, Vendor shall provide notice to both the general notice contact in the Agreement as well as CITY OF CANBY's designated Security Contact.
- 3.11 Right to Audit. Upon a minimum of thirty (30) days' written notice to Vendor, Vendor agrees to allow CITY OF CANBY or a mutually agreed upon independent third party under a Non-Disclosure Agreement to perform an audit of Vendor's policies, procedures, software, system(s), and data processing environment at CITY OF CANBY's expense to confirm compliance with this Exhibit. Prior to commencement of the audit, the parties will discuss the scope of the audit and the schedule. Vendor shall provide reasonable support to the audit team. Upon request Vendor will provide any relevant third-party assessment reports such as SOC 2, PCI DSS Report on Compliance, or ISO 27001 certification. Unless critical issues are identified during the audit, such audits will be restricted to once in any twelve (12) month period. If issues are identified, Vendor shall provide a remediation plan to CITY OF CANBY to remedy such issues at Vendor's expense.
- 3.12 Security Testing. Vendor, at its expense, will allow CITY OF CANBY to conduct static, dynamic, automated, and/or manual security testing on its software products and/or services, hardware, devices, and systems to identify Security Vulnerabilities on an ongoing basis. Should any vulnerabilities be discovered, Vendor agrees to notify CITY OF CANBY and create a mutually agreed upon remediation plan to resolve all vulnerabilities identified. CITY OF CANBY has the right to request or conduct additional reasonable security testing throughout the Term of the Agreement.

4. Security Incident / Data Breach

4.1 Security Contact. The individuals identified below shall serve as each party's designated Security Contact for security issues under this Agreement.

CITY OF CANBY Security Contact:

Name: _____ Phone: _____

Address: _____

Vendor Security Contact:

Name: _____ Phone: _____

Address: _____

4.2 Requirements. Vendor will take commercially reasonable actions to ensure that CITY OF CANBY is protected against any and all reasonably anticipated Security Incidents, including but not limited to:

(i) Vendor's systems are continually monitored to detect evidence of a Security Incident

(ii) Vendor has a Security Incident response process to manage and to take corrective action for any suspected or realized Security Incident

(iii) Upon request Vendor will provide CITY OF CANBY with a copy of its Security Incident policies and procedures. If a Security Incident affecting CITY OF CANBY occurs, Vendor, at its expense and in accordance with applicable Information Protection Laws, will immediately take action to prevent the continuation of the Security Incident.

4.3 Notification. Within eight (8) hours of Vendor's initial awareness of a Security Incident or other mutually agreed upon time period, Vendor will notify CITY OF CANBY of the incident by calling by phone the CITY OF CANBY Security Contact(s) listed above.

4.4 Investigation and Remediation. Upon Vendor's notification to CITY OF CANBY of a Security Incident, the parties will coordinate to investigate the Security Incident. Vendor shall be responsible for leading the investigation of the Security Incident but shall cooperate with CITY OF CANBY to the extent CITY OF CANBY requires involvement in the investigation. Vendor shall involve law enforcement in the investigation if requested by CITY OF CANBY. Depending upon the type and scope of the Security Incident, CITY OF CANBY personnel may participate in: (i) interviews with Vendor's employees and subcontractors involved in the incident; and (ii) review of all relevant records, logs, files, reporting data, systems, Vendor devices, and other materials as otherwise required by CITY OF CANBY.

Vendor will cooperate, at its expense, with CITY OF CANBY in any litigation or investigation deemed reasonably necessary by CITY OF CANBY to protect its rights relating to the use,

disclosure, protection, and maintenance of Confidential Information. Vendor will reimburse CITY OF CANBY for actual costs incurred by CITY OF CANBY in responding to, and mitigating damages caused by any Security Incident, including all costs of notice and remediation which CITY OF CANBY, in its sole discretion, deems necessary to protect such affected individuals in light of the risks posed by the Security Incident.

Vendor will, at Vendor's own expense, provide CITY OF CANBY with all information necessary for CITY OF CANBY to comply with data breach recordkeeping, reporting and notification requirements pursuant to Information Protection Laws.

Vendor will use all commercially reasonable efforts to prevent a recurrence of any such Security Incident. Additionally, Vendor will provide (or reimburse CITY OF CANBY) for at least one (1) year of complimentary access for one (1) credit monitoring service, credit protection service, credit fraud alert and/or similar services, which CITY OF CANBY deems necessary to protect affected individuals in light of risks posed by a Security Incident.

- 4.5 Reporting. Vendor will provide CITY OF CANBY with a final written incident report within five (5) business days after resolution of a Security Incident or upon determination that the Security Incident cannot be sufficiently resolved.

5. Confidential Information or Personal Information

- 5.1 Authorized Personnel. Vendor will require all Authorized Personnel to meet Vendor's obligations under the Agreement with respect to Confidential Information or Personal Information. Vendor will screen and evaluate all Authorized Personnel and will provide appropriate privacy and security training, as set forth above, in order to meet Vendor's obligations under the Agreement. Upon CITY OF CANBY's written request, Vendor will provide CITY OF CANBY with a list of Authorized Personnel. Vendor will remain fully responsible for any act, error, or omission of its Authorized Personnel.

- 5.2 Handling of Confidential Information or Personal Information. Vendor will:

(i) Keep and maintain all Confidential Information and Personal Information in strict confidence in accordance with the terms of the Agreement

(ii) Use and disclose Confidential Information and/or Personal Information solely and exclusively for the purpose for which the Confidential Information or Personal Information is provided pursuant to the terms and conditions of the Agreement. Vendor will not disclose Confidential Information or Personal Information to any person other than to Authorized Personnel without CITY OF CANBY's prior written consent, unless and to the extent required by applicable law, in which case, Vendor will use best efforts to notify CITY OF CANBY before any such disclosure or as soon thereafter as reasonably possible. In addition, Vendor will not produce any Confidential Information or Personal Information in response to a non-legally binding request for disclosure of such Personal Information.

- 5.3 Data and Privacy Protection Laws. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of Personal Information complies with all applicable federal, state, local and foreign data, and privacy protection laws, as well as all other applicable regulations and directives.

6. Third Party Security

- 6.1 Vendor will conduct thorough background checks and due diligence on any third and fourth parties which materially impact Vendor's ability to provide the products and/or Services to CITY OF CANBY as described in the Agreement.
- 6.2 Vendor will not outsource any work related to its products or the Services provided to CITY OF CANBY in countries outside the United States of America, which have not been disclosed in the Agreement or without prior written approval from CITY OF CANBY Legal and Information Security. If Vendor desires to outsource certain work during the Term of the Agreement, Vendor shall first notify CITY OF CANBY so that the parties can ensure adequate security protections are in place with respect to the Services provided to CITY OF CANBY.

7. Payment Cardholder Data

- 7.1 If Vendor accesses, collects, processes, uses, stores, transmits, discloses, or disposes of CITY OF CANBY and/or CITY OF CANBY customer credit, debit, or other payment cardholder information, Vendor agrees to the following additional requirements:
- a) Vendor, at its sole expense, will comply with the Payment Card Industry Data Security Standard ("PCI DSS"), as may be amended, or changed from time to time, including without limitation, any and all payment card industry validation actions (e.g., third party assessments, self-assessments, security vulnerability scans, or any other actions identified by payment card companies for the purpose of validating Vendor's compliance with the PCI DSS).
 - b) Vendor will maintain a continuous PCI DSS compliance program. Annually, Vendor agrees to provide evidence of PCI DSS compliance in the form of a Qualified Security Assessor ("QSA") Assessment Certificate, a PCI Report on Compliance ("ROC"), or evidence that Vendor is included on the Visa or MasterCard list of PCI DSS Validated Service Providers.
 - c) Vendor will ensure that subcontractors approved by CITY OF CANBY, in accordance with Section 6.2, comply with and maintain a continuous PCI DSS compliance program if the subcontractor provides any service on behalf of Vendor that falls within PCI DSS scope. The Subcontractor must provide evidence of PCI DSS compliance in the form of a Qualified Security Assessor ("QSA") Assessment Certificate, a PCI Report on Compliance ("ROC"), or evidence that Subcontractor is included on the Visa or MasterCard list of PCI DSS Validated Service Providers.

- d) Vendor will immediately notify CITY OF CANBY if Vendor is found to be non-compliant with a PCI DSS requirement or if there is any breach of cardholder data impacting CITY OF CANBY or its customers.

8. Changes

In the event of any change in CITY OF CANBY's data protection or privacy obligations due to legislative or regulatory actions, industry standards, technology advances, or contractual obligations, Vendor will work in good faith with CITY OF CANBY to promptly amend this Exhibit accordingly.