

**CONTRACT FOR GENERAL SERVICES
TILLAMOOK COUNTY AND DAY WIRELESS SYSTEMS
UPFITTING POLICE VEHICLES PROJECT**

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "county", and DAY MANAGEMENT CORPORATION dba DAY WIRELESS SYSTEMS, hereafter called "contractor", for the project entitled "UPFITTING POLICE VEHICLES PROJECT", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and county mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for the goods and services provided by contractor to county shall be in the amount quoted in the Proposal Dated in the City of Salem Services Agreement #223044, effective July 1, 2022, unless otherwise adjusted in accordance with the terms of this contract, and shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
2. The time of completion for this project is June 30, 2024.
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1 This Contract;
 - 3.2 General Conditions;
 - 3.3 Public Contract Provisions;
 - 3.4 City of Salem Services Agreement #223044, effective July 1, 2022;
 - 3.4 City of Salem Amendatory Agreement No.1 to Agreement #223044; and
 - 3.5 Invitation to Bid and General Conditions.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to perform and complete the work herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the county, its agents or employees.

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6. Contractor shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to the performance of this contract. Contractor shall indemnify and save harmless the county from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out and in consideration of the faithful performance of the work as set forth in the contract documents in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided in the applicable specifications and schedule of contract prices.

The parties mutually agree as follows:

8. Miscellaneous

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

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- 8.5 Attorney Fees
Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 8.6 Notices
Any notice required or permitted under this contract shall be in writing and deemed given when:
8.6.1. Actually delivered, or
8.6.2. Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address.
- 8.7 Breach
Contractor agrees to immediately notify county of any potential unauthorized breach, use or disclosure of data or information, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.

Approved as to form and content this 23rd day of June, 2023.


Contract Officer

Dated this 7th day of July, 2023.

CONTRACTOR: DAY MANAGEMENT CORPORATION dba DAY WIRELESS SYSTEMS



Mackenzie Day
2240 Judson Street
Salem, Oregon 97303
503-659-1240, Ext 22253
MacDay@daywireless.com

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Dated this ____ day of _____, 2023.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

Erin D. Skaar, Chair

____ ____ ____ / ____

Mary Faith Bell, Vice-Chair

____ ____ ____ / ____

David Yamamoto, Commissioner

____ ____ ____ / ____

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

William K. Sargent,
County Counsel

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GENERAL CONDITIONS

CONFLICTS

In case of conflict between the general conditions and the project specifications (also known as "special provisions"), the project specifications shall govern.

START OF WORK

The contractor is not authorized to go onto the property on which the work is to be done, nor move materials, equipment or workers onto that property, nor to start on-site work until the contract with the county is signed, the county sends the contractor written notice to proceed with the work.

The contractor shall coordinate with the county's designated representative in accordance with the project specifications.

DESCRIPTION OF WORK (also known as project special provisions or specifications)

Contractor shall execute details of the contract in accordance with the attached project specifications.

LIQUIDATED DAMAGES

If the contractor fails to have all the work completed by the contract completion date, the contractor shall be assessed liquidated damages. The actual cost to the public for the failure of the contractor to complete the work on time will be difficult and/or impractical to determine. Therefore, it is agreed the contractor pay the county, not as a penalty but as liquidated damages, Four Hundred Dollars (\$400) per calendar day for each day after the contract completion date until all of the contract work is completed.

PROGRESS PAYMENTS

The contractor shall receive progress payments for the work completed at the end of each month.

Progress payments will be based upon estimates of the work completed, that are approved by the county's designated representative, as of the end of the month.

Contractor requests for progress payments shall be in a format following the bid line items to facilitate project cost tracking.

The payments will be made within thirty (30) days after the receipt of the contractor's invoice. Monthly invoices shall be submitted simultaneously to:

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Tillamook County Sheriff's Office
Attention: Matt Kelly, Undersheriff
5995 Long Prairie Road
Tillamook, Oregon 97141

LIABILITY INSURANCE

The contractor shall obtain and maintain such public liability and damage insurance as will protect the contractor for any and all claims for damage or personal injury, including death, which may arise from the operations under the contract. Such insurance shall provide coverage for not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

RECYCLING

If the project proposal includes demolition, the contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective in accordance with ORS 279C.510(1).

ENVIRONMENTAL AND NATURAL RESOURCES LAWS AND RULES

Various federal, state and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this contract. These agencies include, but are not limited to Tillamook County, Oregon Department of Environmental Quality, Oregon Department of Forestry, the Division of State Lands, State Health Division, Oregon Department of Fish and Wildlife, Oregon Land Conservation and Development Commission, Oregon Department of Transportation, U.S. Fish & Wildlife, U.S. Environmental Protection Agency, National Marine Fisheries, U.S. Army Corps of Engineers, U.S. Department of Agriculture and U.S. Forest Service. If the successful bidder awarded the project is delayed or must undertake additional work by reason of existing regulations or ordinances of agencies not cited in the public contract or due to the enactment or new or the amendment of existing statutes, ordinance or regulations

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relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the public contracting agency may:

1. Terminate the contract;
2. Complete the work itself;
3. Use non-agency forces already under contract with the public contracting agency;
4. Require that the underlying property owner be responsible for cleanup;
5. Go out to bid for a new contractor to provide the necessary services under the competitive bid requirements of ORS 279C.335; or
6. Issue the successful bidder a change order setting forth the additional work that must be undertaken.

WORK BY OTHERS

County's representative will track contractor progress. Details of county's representative involvement with the contractor are outlined in the project specifications.

WARRANTY

Contractor shall warrant all project work, labor and materials performed in accordance with these contract documents for one year after the date of substantial completion of the work subject to the following, if applicable:

1. Terms of an applicable special warranty required by the contract documents, or
2. Extension of start of the one (1) year warranty time period based upon completion of portions of outstanding work to be completed after notice of substantial completion. The specific details of what comprises substantial completion shall be prepared and submitted by the contractor to the owner for approval/concurrence.

CORRECTION OF WORK

For any portion of project work found not to be in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the owner to do so unless the owner has previously given the contractor a written acceptance of such condition. Owner will give such notice promptly after discovery of the condition. The one (1) year warranty on such corrected work will begin when the correction has been made.

SCHEDULES & INSPECTIONS

All work is to be inspected during construction by the county's representative.

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Schedules and inspections coordination with the county's representative shall be in accordance with the project specifications.

END OF GENERAL CONDITIONS

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PUBLIC CONTRACT PROVISIONS

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 sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, 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.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) 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 (1 and 1/2) pay for

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all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020.

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.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
 - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
 - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
 1. Termination of this contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and

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3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
 - C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 2. Any tax provisions imposed by a political subdivision of this state that applied to contractor, to contractor's property, operations, receipts, or income, or to contractor's performance of or compensation for any work performed by contractor;
 3. Any tax provisions imposed by a political subdivision of this state that applied to contractor, or to goods, services, or property, whether tangible or intangible, provided by contractor; and
 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

END PUBLIC CONTRACT PROVISIONS

SERVICES AGREEMENT

This Agreement is made between:

**THE CITY OF SALEM,
An Oregon Municipal Corporation,
("City")**

and

**DAY WIRELESS SYSTEMS,
("Provider")**

for

"Vehicle Upfit Services"

1. PROVIDER'S OBLIGATIONS

1.1 Provide vehicle upfit services, as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as "Work."

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

- Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.
- 1.6 As required by ORS 279B.235, Provider shall comply with ORS 652.220 and shall not discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. Commencing on January 1, 2019, Provider must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Provider's compliance with this article constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Provider may not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Provider may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$300,000 / annually as provided herein as full compensation for Provider's performance of the Work specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$300,000 / annually without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement, it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly

consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.12 Pursuant to ORS 279A.200 to 279A.225, the parties intend that this Agreement may be used by other public contracting agencies. Any such cooperative procurement shall be between the purchasing public contracting agency and the Provider, and those parties shall be solely responsible for ensuring that such procurement is in compliance with Oregon law. The City makes no representations or warranties as to the ability of another public contracting agency and the Provider to use this Agreement as a cooperative procurement.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 4.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 4.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.
 - 4.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.
 - 4.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.
- 4.2 Original Works. All Work Product created by Provider pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a Work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original Work Product is "Work made for hire" of which City is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine shall vest in and is hereby assigned to the City. Provider retains no right,

ownership, or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work as defined under this Agreement. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A.

- 4.3. Provider Intellectual Property. In the event that any Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.4 Third Party Works. In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 4.5 All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the City are instruments of service for the Work only, and shall remain the property of the City whether the project is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only. Provider shall not use them for any other purpose.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
 - The City's Request for Proposals # 223044, together with any documents incorporated by reference therein.
 - The Provider's complete written Proposal dated May 5, 2022.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 5.1.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 6.1.1 termination of this Agreement;
- 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 6.1.4 exercise of its right of setoff.
- 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:

- 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
- 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
- 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

7.1 Term

- 7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from July 1, 2022 (the "Effective Date"), until June 30, 2023.
- 7.1.2 This Agreement may be extended for no more than four (4) additional one-year terms upon mutual written consent of the parties.

7.2 Termination

- 7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 7.2.2 The City may, upon not less than 30 days' written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 days prior written notice if the cause is not cured within that 14-day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

- 8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail,

return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

Enterprise Services, Fleet Services
Attn: Jim Schmidt
1455 22nd Street SE
Salem, OR 97301
Phone: (503) 588-6322
Email: jschmidt@cityofsalem.net

With a copy to:

Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Phone: (503) 588-6136
Fax: (503) 588-6400
Email: contracts@cityofsalem.net

If to Provider:

Day Wireless Systems
Attn: Todd Cox
4700 SE International Way
Milwaukie, OR 97222
Phone: (503) 797-3085
Email: tcx@daywireless.com

9. WAIVER OF BREACH

9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. PROVIDER'S COMPLIANCE WITH TAX LAWS

10.1 Provider represents and warrants to the City that:

10.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 10, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

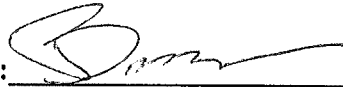
10.3 Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

DAY WIRELESS SYSTEMS

By: 
 Kristin Retherford, Interim City Manager

By: 

Date: 6/16/22

Printed Name: Brent McGraw

Title: Executive Vice President

Date: 06/09/2022




ADMINISTRATIVE SERVICES DEPARTMENT
 Contracts & Procurement Division
 555 Liberty St. SE / Room 330
 Salem, OR 97301-3513
 503-588-6136 (phone)
 503-588-6400 (fax)

SUPPLIER:
 DAY WIRELESS SYSTEMS INC
 4700 SE INTERNATIONAL WAY
 MILWAUKEE, OR 97222
 United States

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
518633	0	1
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER		
SHIP TO:		
1455 22nd St SE Salem, OR 97302 United States		
BILL TO:		
555 Liberty St SE Rm 230 Salem, OR 97301 United States		

CUSTOMER ACCOUNT NO.	SUPPLIER NO.	ORDER DATE / BUYER	REVISED DATE / BUYER
	506885	21-JUN-22 J Bartels	
PAYMENT TERMS		SHIP VIA	F.O.B.
Net 30			FOB Destination
FREIGHT TERMS		REQUEST OR DELIVER TO	CONFIRM TO / TELEPHONE
Prepaid			

LINE #	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	All prices and amounts on this order are expressed in : US Dollar Purchase Agreement Effective From: 01-JUL-22 To: 30-JUN-23 Amount Agreed: 300,000.00 VEHICLE UPFIT SERVICES, FY 22/23 ANNUAL REQUIREMENTS CONTRACT FOR: VEHICLE UPFIT SERVICES, FY 22/23 IN ACCORDANCE WITH CITY OF SALEM AGREEMENT NO: 223044 TOTAL CONTRACT AWARD: \$300,000 This is a "blanket" purchase order for the City's fiscal year's requirements for this commodity/service. Orders and deliveries are to be provided upon request by the City's Contract Administrator by the issuance of a "Release". Please refer to the contract terms and conditions for additional specific information. AA: 6/07/2022					
TOTAL						300,000.00

DocuSigned by:

 0D40A455B101428...
 AUTHORIZED SIGNATURE
 Shawna Self, CPPB
 Contracts and Procurement Manager

AMENDATORY AGREEMENT NO. 1
To Agreement No. 223044

between
THE CITY OF SALEM, OREGON
("City")

PO# _____
Award Amount: _____
Award Date: _____

and

Day Wireless Systems
("Provider")

for the project known as:

Vehicle Upfit Services

In consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

- To extend said agreement for one additional year, until June 30, 2024.
- Except as modified by this Amendatory Agreement, the terms and conditions of this Agreement which this modifies remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

THE CITY OF SALEM, OREGON

Day Wireless Systems

By: _____
Shawna Self, CPPB, Manager
Contracts & Procurement Division

By: _____
(Must be an officer of the Company)

Date: _____

Title: Salem Shop Manager

Date: 4/3/23



VEHICLE UPFIT SERVICES

PROPOSAL FOR:

CITY OF SALEM

May 5, 2022

Presented by:

Todd Cox
Business Development Manager

Day Wireless Systems
4700 SE International Way
Milwaukie, OR 97222

(503) 797-3085
tcox@daywireless.com



a DBA of Day Management Corporation
www.daywireless.com

May 5, 2022

City of Salem
Shawna Self
Manager Contracts and Procurement
635 Capitol Street NE Suite 350
Salem, OR 97301

Dear Shawna Self:

Day Wireless Systems is pleased to offer the following proposal to City of Salem in response to your Request for Proposals for Vehicle Upfit Services.

As the current contract holder with the City of Salem for Police Vehicles, we look forward to continuing the relationship we have built since Day Wireless began upfitting in 2012. Our Salem Service Center is ready to handle the provision, maintenance, and installation of all aftermarket equipment necessary for the City's general and emergency services vehicles including wiring, fabrication and removal/reinstall of all vehicle parts.

Day Wireless is uniquely positioned to provide the City of Salem with free vehicle pick-up and delivery of vehicles by licensed staff. Our Salem service center is located just off 22nd St SE, less than half a mile from the City of Salem Shop, which will allow us to respond quickly and efficiently to the City's needs.

Day Wireless Systems is willing to enter into a contract with the City based on the terms and conditions contained in the City's Services Agreement, Appendix A, and takes no exceptions to the contract.

Todd Cox is authorized to represent Day Wireless in any negotiations and is available by email, tcox@daywireless.com, or phone, (503) 797-3085. I am legally authorized to sign any contract that may result from this bid. For contracting concerns, please email contracts@daywireless.com or call (503) 659-1240. Our fax number is (503) 794-3777.

We thank you for the opportunity to submit this proposal, and we look forward to working with you on this important project.

Sincerely,



Mackenzie Day
Chief Operating Officer
Day Wireless Systems

B. BIOGRAPHY

PROFILE OF FIRM



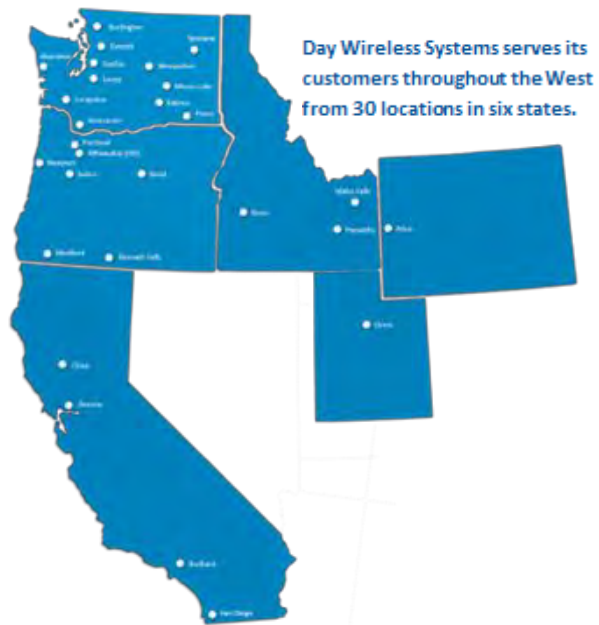
Day Wireless Systems, a DBA of Day Management Corporation, is a premier provider of wireless solutions for voice, data, video and upfitting services. The company designs, installs, and supports systems for government, public safety, healthcare, commercial, and education customers.

Founded in 1969, the company is based in the Portland, Oregon, area and now operates from 30 locations in six Western States. We have more than 400

employees including nearly 300 technical staff made up of engineers, senior technicians, and skilled installers. Day Wireless is committed to employee self-improvement and provides training opportunities to help our staff earn certifications and advance within our company structure. The company is privately held and led by third generation family members. Day Wireless Systems is affiliated with Reliance Connects, a provider of telephone, cable, and Internet services with operations in Oregon and Nevada.

Day Wireless Systems is one of the largest wireless service organizations in the country and a major provider of the leading brands in wireless system applications. We are one of the largest wireless integrators in the Western United States.

In addition, Day Wireless Systems is a premium vehicle upfitting provider, working with customers in Washington, Oregon, California, and Idaho to provide custom-tailored solutions for your emergency and commercial vehicle builds. Our standardized installation processes and experienced staff ensure that your projects are completed on time, looking great, and at a competitive price. We upfit all types of vehicles for law enforcement, fire, and public works. Including standard patrol vehicles, command vehicles, K-9 transport, communication trailers, surveillance, work trucks, fire units and specialty tactical vehicles.



KEY PERSONNEL RESPONSIBILITIES AND EXPERIENCE

Our Salem shop vehicle upfitting specialists have a wealth of experience to provide the sales, upfitting, and maintenance work needed by the City of Salem. Listed below are our lead personnel that oversee our Salem - Day Wireless Upfitting operation.

TODD COX- UPFITTING BUSINESS DEVELOPMENT MANAGER

Todd's role with at Day Wireless is to be the first point of contact for all customer needs related to vehicle upfitting. Todd is responsible for presenting new technologies, contract compliance, quality control, and most importantly-customer satisfaction.

Todd began his career in the construction industry as an estimator for a guard rail contractor. Soon after, he transitioned into a sales role working for his family's lumber brokerage firm. He spent four years as a Consumer Sales Representative for Bend Broadband, the local cable, telephone, and internet provider. Todd joined Day Wireless as a Field Service Manager for the Bend branch location where he oversaw scheduling, annual revenue goals, project management and sales, and now focuses on Business Development.

Expertise

- Procurement and Business Development
- Public Safety Radio Communications
- Government Compliance
- Radio and Microwave Frequencies
- Grant Funding Applications

Awards, Affiliations, and Certificates

- ETA Certified Service Manager

Education

- Bachelor of Science in Economics –University of Houston

JAMES MONTGOMERY-SERVICE MANAGER

James' role at Day Wireless is client communication and onsite project supervision.

James joined Day Wireless in 2018 as the Salem Shop Service Manager, bringing with him over 30 years of experience in field service management, team building, quality control, and process improvement. James helped with the completion of the construction phase of our Salem shop, growing from about 7,000 square feet to almost 15,000 square feet, while continuing to meet customer needs. Prior to joining Day Wireless, James ran several large field service organizations in Oregon, Washington, Michigan, and most recently in Nevada.

Expertise

- Field Service
- Wireless/VSAT Technology
- Project Management
- Conflict Resolution
- Customer Service

Awards, Affiliations, Certificates

- ETA Certified Service Manager

Education

- Associate of Applied Science in Electronics –ITT Technical Institute
- Bachelor of Science in Business Administration –University of Phoenix

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TOBY PADILLA- MOBILE UPFITTING SHOP FOREMAN

Toby's role at Day Wireless is quality control, ensuring all vehicles that go out of the shop meet customer expectations. Toby also acts as a supervisor to the upfitting technical staff and plays a large role in project management and scheduling.

Toby started in the 12-volt industry in 1998, working primarily in car audio. Over the next six years he worked and learned under some of the best installers in the country and has developed an in-depth knowledge of vehicle electronics. Since he moved to the mobile upfitting industry in 2004, he has worked with public safety agencies in Oregon, Washington, California, and Arizona. He worked with Fire, Police, D.O.T., Federal protection, Security and Amber agencies.

While continuing his work with wood and fiberglass he also developed a love for metal fabrication. Over the years he has designed and fabricated many prisoner containment devices, warning racks, customer boxes, consoles, and projects for SWAT. In 2012 Toby joined Day Wireless as Lead Technician and designs the majority of brackets, consoles, fuse panels, window barriers, and other products used in Day Wireless' vehicle upfitting services.

Expertise

- Mobile and 12 Volt Electronics Installation and Maintenance
- Fabrication
- Project Management

Awards, Affiliations, and Certificates

- Icop Vision 20-20
- Panasonic Arbitrator
- Soundoff's Blueprint

RICK MEISE- MOBILE UPFITTING SPECIALIST LEAD

Rick's role at Day Wireless is to provide oversight of each build and ensure installations are completed to the highest standard. Rick will also be in charge of training new technical staff.

Rick has over 15 years of upfitting police vehicles and well over 20 years in general vehicle electronics. Rick is one of our lead specialists, and because of his high attention to detail, he is also responsible for final QA testing on completed vehicles.

Expertise

- Police Vehicle Upfitting
- Vehicle Electronics

Awards, Affiliations, and Certificates

- Emergency Vehicle Technician
- ETA Mobile Upfitting Certification
- Law Enforcement Vehicle Installation

AARON GLASS- MOBILE UPFITTING SPECIALIST

Aaron's role at Day Wireless is equipment installation and technical trainer to the junior installers.

Aaron joined Day Wireless Systems in 2016 and has quickly become a valued member of the upfitting team. He takes great pride in his work and is always looking to improve the quality and efficiency of the jobs he works on. Before he joined Day Wireless, Aaron worked as a delivery driver. He continues to maintain his Class A CDL, which allows him to assist with moving customer vehicles.

Expertise

- Logistics and Planning
- Safety Practices
- Vehicle Upfitting and Customization
- AC & DC Electrical Application

Awards, Affiliations, and Certificates

- Class A CDL
- Forklift
- WatchGuard Certified
- CPR/First Aid and Safety

KIM BUTLER- BUSINESS DEVELOPMENT SUPPORT REPRESENTATIVE

Kim's role at Day Wireless is to assist the Service Manager and Project Manager with scheduling, client communication, and equipment procurement tasks.

Kim joined Day Wireless in Oct 2017 as the Office Administrator where she handled purchasing, invoicing, and inventory management for the Salem shop. In her current role as Business Development Support Representative, she specializes in supporting vehicle upfitting projects. Kim started her career at the Stateman Journal, spending 16 years in various roles including Customer Service Representative, Circulation Systems Manager, and Customer Service Manager. She also spent several years at Highland Laboratories in Mt. Angel as a Sales Support Representative.

Expertise

- Purchasing
- Accounts Payable & Receivable
- Inventory Management

Awards, Affiliations, and Certificates

- ETA Certified Customer Service Specialist

C. REFERENCES

We invite the City to reach out to our references listed below for additional information and their experience partnering with Day Wireless Systems

Darryl Wrisley
dwriskey@ci.oswego.or.us
City of Lake Oswego Police Department
 380 A Avenue
 Lake Oswego, OR 97034
 (503) 635-0234

Jacob Cook
cookjg@jacksoncounty.org
Jackson County Sheriff's Department
 5179 Crater Lake Hwy
 Central Point, OR 97502
 (541) 774-6800

Garret Vanderzanden
Garret.vanderzanden@multco.us
Multnomah County Sheriff's Department (Fleet Services)
 501 SE Hawthorne Blvd Suite 350
 Portland, OR 97214
 (503) 988-3424

John MacIntosh
john_macintosh@co.washington.or.us
Washington County Sheriff's Department (Fleet Services)
 1400 SW Walnut Street MS 50
 Hillsboro, OR 97123
 (503) 846-7702

CITY OF LAKE OSWEGO

Day Wireless has had a long-time relationship with Lake Oswego PD building law enforcement vehicles, providing support for all things related to public safety transportation and communications. Lake Oswego recently required a fleet upgrade to their antiquated in-car video system and called upon Day Wireless to manage and perform the entire fleet system upgrade. Lake Oswego has been one of many satisfied customers over the years and we continue to maintain the relationship with our exceptional quality of work. Lake Oswego remains on the cutting edge implementing modern technology into their fleet and continues to call upon the Day Wireless team for support.

MULTNOMAH COUNTY SHERIFF'S OFFICE

For the Multnomah County Sheriff's Office, we offer bumper-to-bumper outfitting for all law enforcement vehicles. This includes installing all aftermarket equipment necessary for them to deploy tactically, including: console, front/ rear partition, prisoner seat, K9 systems, cargo area vaults, weapons mounts, PC mount/ dock, exterior lighting package, tint, push bumper/ PIT bars, ballistic door panels, modems, GPS, mobile radios, portable radio chargers, flashlights, and lighting/ siren controllers.

WASHINGTON COUNTY

We perform upfitting services for as many as 30 Washington County Sheriff's Office vehicles per year. Washington County provides very strict install instructions that our team is expected to follow with precision. The Day Wireless upfitting team works very closely with Washington County to coordinate equipment drop ship dates, vehicle transport, and installation scheduling.

JACKSON COUNTY

We currently have an ongoing contract with Jackson County to build ten to 20 police vehicles per year. Jackson County's vehicle fleet is one of the most state-of-the-art fleets in the state, utilizing cutting edge technology such as license plate readers, onboard camera systems, vehicular repeater systems, and BluePrint Sync light controller.

D. FACILITY



Customers throughout the Salem Metro area, Northern Willamette Valley, and Coastal Communities from Lincoln County to Coos County are supported by our area service center.

Our Salem shop is home to our manufacturing facilities where team members regularly design specialized consoles, faceplates, light brackets, trunk organizers and other items used to tailor government and public service vehicles to their specialized uses. We are staffed and able to provide full vehicle set-ups, from new vehicle to fully-kitted patrol car.



Day Wireless Vehicle Upfit Facility in Salem, OR

Our 6,000 square foot indoor upfitting facility has five 14 foot roll-up doors and three 60 foot long bays allowing for large 45 foot fire apparatus to be worked on and maneuvered indoors. Our fenced 0.84-acre outdoor lot can handle up to 75 vehicles of all sizes for staging, if necessary. Our large lot provides us with enough space to maneuver all types of vehicles ranging from 45 foot Fire Ladder trucks to large construction equipment. Our facility is also monitored by a newly installed state of the art Avigilon camera system. Security for customer vehicles is provided by an eight-foot chain-link fence with razor wire and 24/7 central station monitoring. Our Salem location is also home to our in-house fabrication room, capable of cutting, welding, and bending up to 16g steel. With over 60 vehicle upfitting technicians assigned to the Oregon area, we have one of the largest pools of trained specialists available to meet the needs of the City of Salem.



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We have experience with wood, fiberglass and plastic construction, and our facility and team also regularly install and design various wiring solutions including: AC/DC, UHF, VHF, WLAN, Cellular, and networking. We are trained and equipped to perform upfitting and wiring work on Salem vehicles in full compliance with the practices outlined in RFP #223044.



E. FEE PROPOSAL

- Total number of hours for “Standard Vehicle Build”
 - (40) total man hours to complete the “Standard Vehicle Build”
- Cost of Equipment for “Standard Vehicle Build”
 - \$14,751.33 total equipment cost for the “Standard Vehicle Build”
- Total number of labor hours to pick up/drop off vehicle
 - (0) man hours to drop off and pick up vehicles from the City shops
- Classifications and hourly rates for each employee –
 - Shop Manager - \$80/hour
 - Project Manager - \$80/hour
 - Mobile Upfitting Shop Foreman - \$80/hour
 - Mobile Upfitting Specialist Lead - \$80/hour
 - Mobile Upfitting Specialist - \$80/hour
 - Mobile Upfitting Junior Installer/technician - \$80/hour
- Number of employees typically assigned to each vehicle
 - Three to ten employees assigned to each build at one time.

Shop labor rates for fabrication and other services Day Wireless provides:

Other Services	Rate
1. Journeyman, per hour regular time (Radio Technician)	\$160.00
2. Apprentice/trainee, per hour (Radio Technician)	\$140.00
3. Travel	\$140.00
4. Journeyman, per hour -After hours and Holidays (Radio Technician)	\$240.00
5. Apprentice/Training per hour- After hours and Holidays (Radio Technician)	\$210.00
6. Travel	\$210.00
7. Electrical Journeyman	\$140.00
8. Electrical Apprentice	\$80.00
9. Senior Technician	\$130.00
10. System Technician	\$150.00
11. IT Technician	\$150.00
12. NG911 Technician	\$150.00
13. Senior Upfit Technician	\$80.00
14. Upfit Technician	\$80.00
15. Materials	10-30% off MSRP
16. Das Services and Consultation	\$150.00
17. Electrical Journeyman- After Hours and Holidays	\$210.00

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18. Electrical Apprentice- After Hours and Holidays	\$120.00
19. Senior Technician-After Hours and Holidays	\$195.00
20. System Technician -After Hours and Holidays	\$225.00
21. IT Technician- After Hours and Holidays	\$225.00
22. NG911 Technician- After Hours and Holidays	\$225.00
23. Senior Upfit Technician – After Hours and Holidays	\$120.00
24. Upfit Technician- After Hours and Holidays	\$120.00
25. Materials	10-30% off MSRP
26. DAS Services and Consultation - After Hours and Holidays	\$225.00

Equipment Markup

- All installed upfitting materials mark-up ranges from 5% - 30%

Unit pricing for all equipment listed in Section 2: Scope of Requested Services:

Qty	Item Description	Cost
1	2.1 - Standard Vehicle Equipment, Installation and Setup - all equipment is to be installed to City of Salem required specification. City may furnish new and/or used equipment salvaged from City vehicles for re-installation.	\$ -
1	2.2 - Wiring and Mounting Hardware - misc. equipment and shop supplies	\$ 187.50
1	2.3 - Whelen (SA315) or Equivalent Siren Speaker	\$ 122.50
1	2.4 - SoundOff (ETHFSS-FV)Headlight Flasher *part no longer needed in the 2022 Ford Explorer	\$ 42.02
1	2.5 - SoundOff Front Headlight Housing Blue LED (ENFRMS1B) *no longer needed in the 2022 PIU	\$ 59.85
1	2.5 - SoundOff Front Headlight Housing Red LED (ENFRMS1R) *no longer needed in the 2022 PIU	\$ 59.85
2	2.5 - SoundOff Reverse Light Housing Insert Blue (ELUC3H010B)	\$ 147.00
1	2.5 - SoundOff Rear Tail Light Flasher (ETFBSN-P)	\$ 40.38
1	2.7 - Sharkee Antenna (IN1909)	\$ 200.02
1	2.7 - Sharkee Antenna (IN1907)	\$ 195.48
1	2.8 - Salem PD Console - 14" Console Space	\$ 510.27
1	2.9 - Floor Plate - *Not Needed	\$ -
1	2.10 - Mobile Data Computer (MDC) Customer provided MDC and MDC Dock, install necessary equipment power supplies if the city decides to change modems	\$ -
1	2.11 - PB450L Push Bumper (BK2044ITU20)	\$ 898.75
1	2.11 - PB5 PB400 Fender Wraps (FK0400ITU20)	\$ 438.72
1	2.12 - MDC Modem - Sierra Wireless MP70	\$ 896.07
1	2.13 - Close to Dash Mount with Extension Arm (Gamber Johnson 7160-1346-01)	\$ 301.25
1	2.13 - Whelen Cencom Saphire 2pc Face Plate (7140-1037)	\$ 26.40
1	2.13 - APX Radio Face Plate (7140-1034)	\$ 29.82
1	2.15 - Cup Holder in Console	\$ 48.13

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1	2.16 - Arm Rest - Mount to Backside of Console	\$ 24.38
1	2.17 - Whelen Cencom Saphire Siren System (CCSRNT36)	\$ 992.67
1	2.18 - Pelican Flashlight (8060)	\$ 171.85
1	2.19 - Park Kill Module (WPKM1)	\$ 44.67
2	2.20 - 12V Power Supply Light Adapter (425-2273)	\$ 16.98
1	2.21 - Interior Dome Light (ECVDMLTAL00)	\$ 54.15
1	2.22 - 6XL Poly Partition, Tall Man (PK1138ITU20TM)	\$ 629.22
1	2.23 - Gun Lock and Mount (GK10271UXLHKSVSCA)	\$ 259.09
1	2.24 - Rear Partition and Replacement Seat w/Center Pull Seatbelts (Poly Rear Window) (QK0566ITU20)	\$ 1,203.30
1	2.25 - Rear Prisoner Partition (Included in 2.24)	\$ -
2	2.26 - Rear Hatch LED Red/Blue - Flush Mount (EMPS2STS4J)	\$ 206.16
1	2.27 - Roof Mounted 55" LED Lightbar - SoundOff Mpower	\$ 1,860.00
2	2.28 - Tahoe or SUV Side Lights - Nforce LED Red/Blue (ENFSGS1J)	\$ 223.26
1	2.28 - Under Mirror Intersector Side Lights (Blue) (ENT2B3B)	\$ 156.28
1	2.28 - Under Mirror Intersector Side Lights (Red) (ENT2B3R)	\$ 156.28
1	2.29 - Rear Traffic Advisor - Installed in Rear Window (ENFTCDGS1208)	\$ 589.48
1	2.30 - Super Relay Power Distribution	\$ 687.50
1	2.30 - Super Relay Mounting Bracket	\$ -
1	2.31 - Scanner Speaker - Remote mount 7.5 Watts	\$ 63.17
1	2.32 - Disable Door Openers and Windows if not done by factory	\$ -
5	2.33 - Break & Back Up Light Kill - Relay *wire into the main controller	\$ 30.75
1	2.33 - Break & Back Up Light Kill - Relay Bracket	\$ 26.88
1	2.34 - Poly Window Bars (WK059ITU20)	\$ 266.97
1	2.34 - TPO Plastic Door Covers (DK0100ITU20)	\$ 243.34
1	2.35 - Power Tamer - *included in 2.30	\$ -
1	2.36 - SETINA Rear Cargo Storage (TK0230ITU20)	\$ 1,361.59
1	2.36 - SETINA Rear Cargo Storage (TPA9289)	\$ 307.12
1	2.37 - Patrol Vehicle Graphics	\$ 638.89
1	2.37 - Patrol Vehicle Graphics Install	\$ 333.34
1	2.38 - Warranty and Inventory Requirements - For the first year of vehicle service, the successful Proposer shall replace defective or failed manufacturer's equipment, with new hardware from successful Proposer's stock. This will prevent the City from experiencing downtime in the event a siren speaker, light bar controller, power supply, etc., fails. This replacement warranty service shall be provided at no charge and within 48 hours of notification from the Contract Administrator or designee. Beyond 48 hours, the City reserves the right to self-support, and invoice successful Proposer for charges incurred. All Installation work shall be warranted for lifetime of installation.	\$ -



FLEET SERVICES DIVISION

Vehicle Upfit Services

RFP NUMBER: 223044

CLOSING DATE: May 6, 2022 AT 4:00 PM (LOCAL TIME)

REQUEST FOR PROPOSALS (RFP) NUMBER: 223044

Fleet Services Division

Vehicle Upfit Services

INTRODUCTION

The City of Salem, hereinafter referred to as “City”, is seeking proposals from qualified Proposers to perform the vehicle and/or equipment upfit services specified in this RFP on an as needed basis.

Proposals will be received until, but **not after 4:00 p.m. (local time), May 6, 2022**. Proposals will only be accepted electronically through Equity Hub’s Bid Locker.

Completed proposals must arrive electronically via Equity Hub’s Bid Locker at https://bidlocker.us/a/salem_or/BidLocker. The City will **not** accept proposals submitted in any other manner.

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time. The City strongly recommends that you give yourself sufficient time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission. The City accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each Proposal is instantly sealed and will only be visible to the City after the closing date and time. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. You will receive an email confirmation receipt once you finalize your submission.

Supported web browsers: Chrome, Firefox, Safari, and Vivaldi.

Need Help?

Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission.

The Vendor Guide for Bid Locker can be found at [Vendor Guide for Bid Locker](#).

Prospective proposers may obtain these solicitation documents by registering on the OregonBuys website and downloading them. Proposers shall consult the OregonBuys system regularly until closing date and time to avoid missing any notices. To register on OregonBuys go to <https://oregonbuys.gov>. The City shall advertise all Addenda on OregonBuys. Prospective proposers are solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. RFP documents will not be mailed to prospective proposers.

Any objections to or comments upon the RFP specifications must be submitted in writing to the office of the Contracts and Procurement Manager, by email sself@cityofsalem.net. They must be received no later than April 22, 2022 at 5:00 PM (local time).

Proposals received will be held confidential until a recommendation for award has been approved by the Department Director. Thereafter, all Proposals will be available for public inspection by submitting a Public Records Request through the City Records Office (<https://www.cityofsalem.net/Pages/public-records-request.aspx>).

The City will be the sole judge in determining award of Agreement and reserves the right to reject all Proposals.

Human Rights: It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws. The City's complete Title VI Plan may be viewed at <https://www.cityofsalem.net/Pages/equity-and-accessibility.aspx>. Proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules, and regulations if awarded an agreement by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the successful proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful proposer of the successful proposer's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

The City is an **Equal Employment Opportunity** employer.

Questions regarding the City's RFP process may be addressed to Shawna Self, CPPB, Contracts and Procurement Manager, who may be reached at (503) 588-6445 or by email at sself@cityofsalem.net during City business hours.

The City operates and maintains **Americans with Disabilities Act** compliant facilities. Reasonable accommodations are available upon request.

Shawna Self, CPPB, Manager
Contracts and Procurement

FIRST DATE OF SOLICITATION: April 11, 2022
REQUEST FOR PROPOSAL NUMBER: **223044**
REQUEST FOR PROPOSAL CLOSING: **May 6, 2022 at 4:00 pm (Local Time)**

RFP #223044
Fleet Services Division
VEHICLE UPFIT SERVICES

The City of Salem (“City”) is a municipal corporation serving a community with a population of approximately 168,000. It is the capital of the State of Oregon and the county seat of Marion County. The City has a Council-Manager form of government with an elected mayor and council. The City has approximately 1,200 employees and nine operating departments (listed below).

City Manager	Legal	Fire
Enterprise Services	Police	
Community Development	Public Works	
Urban Development	Finance	

SECTION 1: BACKGROUND

The Fleet Services Division maintains a fleet of over 1100 vehicles and equipment with fifty (50) to sixty (60) vehicles being replaced and in need of upfit each year. Vehicles are for City departments which include Police, Fire, Public Works, Community Development, Urban Development and Enterprise Services. Vehicles needing upfit services include, but are not limited to, Police patrol and K9 SUV’s, Fire ladder and pumper apparatus, Public Works utility, pickup, heavy duty trucks, and other department light duty vehicles.

SECTION 2: SCOPE OF REQUESTED SERVICES

Actual work may vary according to the type of vehicle and/or equipment required at the time that services are requested. It is anticipated that the work will include, but not necessarily be limited to:

Provision, installation and maintenance of any and all aftermarket equipment used in emergency services and general City vehicles, including maintenance and/or upgrading of current equipment. Services will include provision and installation of equipment including all wiring, fabrication and removal/reinstallation of interior and exterior vehicle parts as required.

Minimum Qualifications

Vehicle transportation to and from the City shops, located at 1455 22nd St SE, Salem, OR, 97302, shall be the responsibility of the successful Proposer.

Must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem.

2.1 Standard Vehicle Equipment, installation and setup specifications:

The following list of specifications and part installation requirements will be used as a Standard Vehicle (a 2022 Ford Interceptor Utility) for this proposal. Actual vehicles and part requirements may vary.

All emergency equipment listed shall be mounted and wired up to a wiring harness & modular fuse panel, all to terminate at Controller / Radio. Additional switches to run components not controlled by the main control unit shall be located as near as possible to

main controller within the Console. All hardware is to be installed with a securely mounted access service loop to ease future repair. Equipment shall be as stated or approved equal. Substitutions shall be submitted prior to April 22, 2022 at 5:00 PM, for approval by the City. The City may furnish new and/or used equipment salvaged from other City vehicles for re-installation. Equipment, setup and installation shall conform to the specifications as stated below.

2.2. Wiring and Mounting Hardware:

The appropriate mounting hardware and wiring are to be included in the fee proposal. The hardware and wiring shall be durable and waterproof or water resistant. All wiring must be abrasion and heat resistant. Wiring shall be GXL (Cross Linked Polyethylene Insulated) XLPE type. All wiring installed by the successful Proposer should be completely isolated and separate from the vehicle factory installed wiring. "Fuse taps" into the factory vehicle wiring are not permissible. No push on terminals of any type is to be used within the harness. Every item within the vehicle *must be individually* fused within the modular fuse panel and any fuses over 30 amps in value shall be a maxi-fuse. Wiring shall be T-Tapped to the ignition.

All wiring is to be colored coded and clearly marked at each end and at intervals (6"-8") to make it readily identifiable. Any wiring of the same color and size must be differentiated by continuous trace of a second contrasting color.

All fuse terminal connectors shall be crimped with a maxi fuse or ATO fuse connector. Wiring shall be cut to the appropriate length, allowing for servicing. No bundles or coils of extra wire will be allowed under the dash, carpet, or in the trunk. Wiring exposed to moisture must be positioned and stored so that no moisture enters equipment, component or vehicle interior.

All wiring shall run without interruption and without extension from the power source to the component it controls. No butt connectors or crimp caps shall be used in the harness.

The wiring for each component must be sized to handle a minimum of 125% of the specified current for the circuit's capacity.

The master ground is to be an 8-gauge wire connecting from the factory ground terminal at the battery, terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star-type lock washers at the ground end.

Successful Proposer shall meet the above electrical specifications. Failure of the successful Proposer to meet the electrical specification will result contract termination.

The wiring harness/fuse panel shall be modular in design. It shall include all power wires & any trigger or activation wires so that no extra wires are outside the harness. This harness is to include all under-hood wiring, back flash, gunlock, MDC pre-wire, cell-phone, scanner, etc. For future anticipated electrical components to have a power supply, in the main fuse terminal it shall have at a minimum three (3) vacant fuse type positions labeled spare in the panel wired hot on common side to match other fuses.

The modular fuse/relay panel itself must be secured and have the relay, and Power Tamer contained within the panel if possible. No fuses shall be mounted in any other location within the vehicle. The Power Tamer shall be mounted beneath the panel so as to protect it from moisture. The main supply fuse for the headlight flasher shall be located in the modular fuse panel and NOT an inline fuse in the flasher itself. This panel and all electrical wiring contained can be replaced as a single unit. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the relay. All power wires from the modular fuse panel shall be connected to the backside of the relay, which is controlled by the Power Tamer. Seven (7) of the ATO fuses within the panel shall be hot all the time, with the remainder on the timed circuit. A minimum of four (4) Maxi fuses shall be wired into the modular fuse panel as well. All future use wiring in electrical harness shall be neatly contained within back of console body.

All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, unless specified by the City. A lid covering the modular fuse panel shall indicate the location and function of each fuse within the panel, including future use wiring and values.

2.3. Siren Speaker:

Whelen SA315 siren speaker “or approved equal”. Install siren speaker behind the grill, wire to harness with labeled wire.

2.4. Headlight Flasher:

Soundoff ETHFSS-FV headlight flasher or approved equal. Install to manufacturer’s instructions. Mounted as listed in electrical specifications. Wired to modular fuse panel & Siren/PA/Light Controller. Must be Park killed on light level number 3.

2.5. Corner Lights:

SoundOff nForce (1) ENFRMS1B (1) ENFRMS1R for the front headlight using brackets for headlights. (2) SoundOff ELUC3H010B Blue LED’s in back up light housing if possible. (1) ETFBSSN-P Taillight Flasher w/programmable flash patterns.

2.6. City of Salem UHF Radio:

Provided by City Communications Division. Install supplied radio with radio re-broadcast function. The radio microphone is to be mounted on the left side of the computer monitor using a fixed microphone clip. External speaker mounted at the top of partition in the center. Installation shall be in accordance with manufacturer’s specifications. The sense line will be controlled through the Power Tamer “or approved equal” system and not through ignition source.

2.7. Radio and MDC Antenna- GPS/Cell/WIFI:

Antenna mounting location will be provided prior to vehicle builds. (1) Sharkee IN1907 which includes an UHF antenna. (1) Sharkee IN1909 which includes a scanner antenna. WIFI coax shall be terminated with a SMA Male-reverse polarity connector, and both shall be terminated at the MDC. PCS Cell cable shall be terminated with the appropriate type of connector as depicted by the type of modem installed. All manufacturer cable markings which are used to identify frequency bands shall be attached four (4) inches from the end where the device is connected.

2.8. Console:

Install Console per manufacturer's instructions. All equipment in the console must be mounted with service deployment loops, of no less than fourteen (14) inches console space. The console type must be low profile and will be approved after the award of the contract.

2.9. Floor Plate:

If required for console install a steel, no holes bored floor plate per manufacturer's instructions.

2.10. Mobile Display Computer (MDC):

As per the electrical specifications, any required power wires shall already be within the electrical harness, including power requirements for glove mounted modems and additional CPU components. Therefore, should the City change modem requirements in the future, no additional power wires will need to be installed. The City shall provide the MDC, monitor, and keyboard. They shall be installed in accordance with manufacturer's specifications including power control for remote devices such as in car video and LPR systems.

Detailed specifications will be provided by the City Communications Division.
See attached wiring diagram (Appendix C).

2.11. Ford SUV Push bumper and Pit bars:

Setina Push bumper **BK2044ITU20** and Pit Bars **FK0400ITU20**. On our push bumpers we also have female jump plug receivers installed.

2.12. MDC Modem:

Modem type will either be a Sierra Wireless or Cradle Point and will be installed in the glove box.

2.13. Computer Mount:

Gamer Johnson **7160-1346-01** On-Dash Mount w/extension arm, **7140-1037** Faceplate, and **7140-1034** Mission Control faceplate.

2.14. In Car Video System:

The system shall be furnished by the City with the Digital video recorder (DVR) installed in the console. The camera shall be mounted to the front windshield in accordance with manufacturer's specifications. Power for the camera system shall be controlled only by the MDC.

2.15. Cup-holder:

Will be an angled 2 piece mounted in the console. Two (2) cup type holder.

2.16. Arm Rest:

Mount armrest to backside of console.

2.17. Siren/PA/Light Controller:

(1) Whelen CenCom Sapphire **CCSRNT36** "or approved equal" light controller or

controller supplied by the City shall be utilized. Hook up horn ring, brake & back up light kill, park kill (*see below*), back lighting for controller. Wire all activation wires to controller. Wiring to allow for service loop of at least twelve (12) inches. Ground to master ground bolt in console, grounding to stud terminal on back of unit is not acceptable. Aux. switch to trigger rear mounted dome light, and gun release. The PA microphone shall be mounted to the right side of monitor using a fixed microphone clip.

2.18. Flashlights:

Install one (1) Pelican model # **8060** LED flashlight, power supply to charger via the wiring harness. Attach charger to driver's door or in-between rifle mounts, and wire into modular fuse panel. Ground to master ground bolt in console.

2.19. Park-Kill:

Whelen **WPKM 1** "or approved equal" shall be mounted next to rear light kill relays. WPKM to trigger additional SPDT relay to park kill headlight flasher. Appropriate circuit protection shall be applied. Siren kill activated when vehicle is placed in Park position.

2.20. Accessory Power Outlets:

Mount 2 or 3 Jotto **425-2273** in the console. Ground to master ground bolt in console.

2.21. Interior Dome Light:

Prisoner Dome Light (1) Soundoff **ECVDMLTAL00** to operate when triggered by button on lighting controller.

2.22. Partition:

A Setina 6XL **PK1138ITU20TM** recessed panel partition "or approved equal". Partition shall be set back as far as possible to allow maximum driver & passenger seat travel. Partition shall have a solid, clear screen between the driver and prisoner area.

2.23. Gun-Mount & Lock:

Install Setina **GK10271UXLHKSVS**CA. Actual rifle dimensions to be discussed prior to installation.

2.24. Prisoner Seat:

Install prisoner seat Setina **QK0566ITU20** with required seat belt installation kit-"or approved equal".

2.25. Rear Partition (Ford SUV):

Rear prisoner partition is included and mounted with the rear prisoner seat. Rear prisoner partition shall have a solid clear screen.

2.26. Rear Hatch LED's (Tahoe or Ford SUV):

(2) SoundOff Ghost **EMPS2STS4J** "or approved equal" LED's mounted flush on the inside lip of the rear hatch, wired to "level 1" of the siren controller. Installation must not interfere with the seal of the rear hatch.

- 2.27. Light Bar:**
SoundOff Mpower EMPLB002X1-033 55” light bar “or approved equal”. In some cases a light bar will be reused please use manufacturer approved strap kit. Remove and reinstall headliner. Install to roof of vehicle and run cables through plastic grommet and seal hole internally & externally. To mount center on “B” Pillar, with cable running inside driver side “B” Pillar, so that factory trim does not bulge out when replaced. Ground to master ground bolt in console.
- 2.28. Tahoe or Ford SUV Side Lights:**
(2) SoundOff nForce ENFSGS1J “or approved equal” red/blue warning light mounted in side rear window area. SoundOff Intersector light (1) ENT2B3B blue (1) ENT2B3R red mirror beams “or approved equal” for the side view mirrors.
- 2.29. Rear Traffic Advisor:**
SoundOff ENFTCDGS1208 traffic advisor “or approved equal” installed in back rear window, controlled through light bar controller. It should have one red and blue end with 6 inner amber pods.
- 2.30. Super Relay:**
Wire to modular fuse panel/wire harness, controlled by Power Tamer. Four (4) gauge main power to feed directly to battery terminal. By disconnecting this wire all aftermarket equipment shall be disconnected from factory electrical system.
- 2.31. Scanner speaker (If equipped):**
Mount to top of prisoner cage in the center next to radio speaker.
- 2.32. Disable/Enable:**
Disable rear door openers and windows if not done by factory already.
- 2.33. Brake & Backup Light Kill:**
Wired into the main controller at center console.
- 2.34. Window Bars and Door skins:**
Setina WK0595ITU20 Poly window barriers “or approved equal”. Install rear door prisoner containment window bars. Setina DK0100ITU20 TPO plastic door covers.
- 2.35. Power Tamer:**
Unit shall not be wired into electrical circuit in a manner that carries amp load requirements of emergency equipment through it. Proper install shall result in only timer control of solenoid.
- 2.36. Ford SUV Rear Cargo Storage area:**
Setina TK0230ITU20 Cargo drawer w/combo lock upper tray. Setina TPA9289 cargo system mount. (1) Soundoff ECVDMLTAL00 red/white dome light.
- 2.37. Graphics:**
Provide and Install graphics.

2.38. Warranty and Inventory requirements:

For the first year of vehicle service, the successful Proposer shall replace defective or failed manufacturer's equipment, with new hardware from successful Proposer's stock. This will prevent the City from experiencing downtime in the event a siren speaker, light bar controller, power supply, etc., fails. This replacement warranty service shall be provided at no charge and within 48 hours of notification from the Contract Administrator or designee. Beyond 48 hours, the City reserves the right to self-support, and invoice successful Proposer for charges incurred. All Installation work shall be warranted for lifetime of installation.

SECTION 3: PROPOSAL SUBMITTAL REQUIREMENTS

Organization of the Proposal

Proposers must organize and present their proposal materials in the same order as presented below, and include page numbers. Proposals received without following this format, or received after the deadline and stated place of delivery, may be rejected as non-responsive.

3.1 Minimum Qualifications

Failure to meet these minimum qualifications will deem your proposal non-responsive.

Vehicle transportation to and from the City shops, located at 1455 22nd St SE, Salem, OR, 97302, shall be the responsibility of the successful Proposer.

Must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem. Facility must have the ability to maneuver and pull into shop bay, a Fire Ladder apparatus that is 45ft long and 11 ft tall. Facility must be able to secure City vehicles in a building or fenced area while on Proposer premises.

3.2 Required Information

The proposal shall include, as a minimum, the following items:

A. Cover Letter

The cover letter shall include the following:

A cover letter indicating the Proposer's understanding of the services as specified in **Section 2, Scope of Services**. Signatory of this letter shall be authorized to contractually bind you to a contract with the City. Include your company name, address, phone number, and email address.

Describe your ability to transport vehicles to and from the City shops, located at 1455 22nd St SE, Salem Oregon, 97302.

B. Proposer Biography

Proposer shall include a biography of their company. The biography shall include information such as organizational structure, staffing levels, staff experience and

certification levels and shop production capabilities.

C. **References**

Provide four (4) references for which you are presently providing comparable services. Provide the name and telephone number of the person to contact as a reference.

D. **Proposer Facility**

Provide a completed facility description list and photos for your company. The list and photos shall include the business facility, indoor storage facility, outside storage facility, and any other facility used in providing services to the City. Include the ability to maneuver and pull into shop bay, a Fire Ladder apparatus that is 45ft long and 11 ft tall.

Note: Proposer must have an established facility within fifteen (15) mile radius of the incorporated city limits of the City of Salem.

E. **Fee Proposal**

Time and Cost for a “Standard Vehicle” Setup (A 2022 Ford Interceptor Utility Patrol Vehicle) using the criteria in Section 2: Scope of Requested Services. This criterion identifies the proposed number of hours required to install the listed equipment in a “standard vehicle” as well as rates associated with the labor. A “standard vehicle” shall, for the purposes of this RFP, be a 2022 Ford Interceptor Utility Patrol Vehicle. Actual Vehicles provided for installation may vary. The response shall include:

- Total number of labor hours to install equipment in a “standard vehicle”.
- Cost of equipment to be installed in the “standard vehicle”.
- Total number of labor hours to pick up/deliver vehicles.
- List of classifications and hourly rates for employees.
- Number of employees typically assigned, at one time, to a vehicle installation project.

Provide shop labor rate, breakout rates for fabrication, painting or other services offered.

Provide markup for installed materials.

Provide unit pricing for all equipment listed in Section 2: Scope of Requested Services.

SECTION 4 PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

4.1 Evaluation Criteria

Although cost of services is important, the City will not necessarily select the lowest cost proposal for the award. The City reserves the right to award a contract based on initial proposal submittals or, at the sole discretion of the City, to conduct interviews with any or all of the proposers. Any interviews shall be held for the purpose of clarity of proposals and will not be scored. However, the Proposal Selection Committee members may use the interview process as an opportunity to adjust their original proposal scores to reflect any additional understanding of proposals that they derived from the interviews. In addition to submitted proposal information, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, in determining consideration of contract award.

The City will not pay for any costs incurred by proposer in responding to this RFP to include costs to the proposer to conduct interviews and presentations.

The evaluation criteria to be used for this RFP are summarized below:

4.2 Evaluation Criteria

Proposals will be evaluated based on the criteria shown below:

- A. Cover Letter (**Pass/Fail**)
This information must be provided with your proposal. If it is not provided with your proposal, your proposal will be deemed non-responsive and not considered for further evaluation or contract award.
- B. Proposer Biography. **20 points out of 100 points may be awarded.**
- C. References and performance history for comparable services. **20 points out of 100 points may be awarded.**
- D. Proposer facilities provided to perform services. **20 points out of 100 points may be awarded.**
- E. Proposed Fee Schedule. **40 points out of 100 points may be awarded.**

Evaluation Criteria	Maximum Points
Cover letter	Pass/Fail
Proposer Biography	20
References and performance history	20
Proposer Facilities	20
Fee Proposal	40
Total Maximum Points Possible	100

4.2 Selection Process

A RFP Selection Committee will be appointed by the City to evaluate and rank all qualifying proposals received by the closing date. Interviews/oral presentations may be conducted with the top ranked proposers. Those proposers selected for interviews/oral presentations will be notified by the City. The City will negotiate a final agreement with the proposer with the combined highest ranking. If no acceptable arrangements can be made, negotiations with the next highest ranked proposer will occur.

The successful proposer will be required to complete an Agreement in the form of a Personal Services Agreement (sample included in Appendix A), which will incorporate this RFP and proposer's response as a part of the Agreement.

SECTION 5: INFORMATION AND INSTRUCTIONS TO PROPOSERS

This section contains administrative and procedural information and instructions for preparation and submittal of the proposal. *Note: This RFP process offers several opportunities for prospective proposers to submit formal protests. Filing a protest with the City requires submitting \$500.00 with the formal written protest. Prospective proposers and proposers wishing to submit objections to or comments on RFP specifications of a non-protest nature, must submit them in writing to the office of the Contracts & Procurement, by email sself@cityofsalem.net. They must be received no later than April 22, 2022, at 5:00 p.m. (local time). There is no fee for filing objections to or comments on RFP specifications of this non-protest nature.*

5.1 Anticipated Schedule (subject to change)

April 11, 2022.....	Begin RFP Solicitation
April 22, 2022 at 5:00 PM (local time).....	Questions/Clarifications Due
May 6, 2022 at 4:00 PM (local time)	RFP Closing Date
May/June 2022	Notice of Intent to Award Agreement
June 2022	Agreement Award (Anticipated Date)
July 1, 2022.....	Notice to Proceed

5.2 Qualification Requirements

Each proposer shall respond to the proposal requirements as presented in **Section 3, Proposal Submittal Requirements**, of this RFP. Proposals received without the required information may be rejected as being non-responsive.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research.

5.3 Pre-Proposal Interpretation of RFP and Requested Changes

Technical questions relating to the requirement and scope of services of this RFP and/or the RFP process should be directed in writing to the Contracts and Procurement Manager, Contracts and Procurement, by email: sself@cityofsalem.net.

Any clarification or interpretation of the proposal documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification.

Any person who contemplates submitting a proposal in response to this RFP and who wishes to have the City consider a change in any part of this RFP shall submit to the Contracts and Procurement Manager of the City of Salem a written request for a change or substitution no later than 5:00 p.m. (local time), April 22, 2022. The request shall include the proposed change and the reason for the change. Protest against award based on the scope of services or other content of this RFP will not be considered after this time. Changes to this RFP document shall only be by written addenda.

A copy of any written clarification, interpretation and addendum will be posted on OregonBuys.

5.4 Protest of Solicitation Document and the Procurement Process

A prospective proposer may protest the procurement process or the solicitation document for an Agreement. A prospective proposer must deliver a written protest to the Contracts and Procurement Manager (email: sself@cityofsalem.net) no later than 5:00 p.m. (local time), April 22, 2022. The prospective proposers shall indicate the reasons for the disagreement through a written protest and shall include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.

5.5 Execution of the Proposal

The proposal shall be executed in the name of the proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held.

If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

If the proposal is made by a Limited Liability Company (LLC), it shall be executed in the name of the LLC followed by the signature of the authorized member(s) or manager(s) authorized to sign for the LLC and the printed or typewritten designation of the office held in the LLC.

If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.

If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

5.6 Submission of Proposal

Proposals will be received until, but **not after 4:00 p.m. (local time), May 6, 2022**. Proposals will only be accepted electronically through Equity Hub's Bid Locker.

Completed proposals must arrive electronically via Equity Hub's Bid Locker at https://bidlocker.us/a/salem_or/BidLocker. The City will **not** accept proposals submitted in any other manner.

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time. The City strongly recommends that you give yourself sufficient time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission. The City accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each

Proposal is instantly sealed and will only be visible to the City after the closing date and time. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. You will receive an email confirmation receipt once you finalize your submission.

Need Help?

Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission.

The Vendor Guide for Bid Locker can be found at [Vendor Guide for Bid Locker](#).

5.7 Response Date

Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the proposer(s). Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

5.8 Withdrawal of Proposal

Proposer(s) may withdraw their proposal, by written notice submitted on the proposer's letterhead, signed by the proposer's authorized representative, delivered to the Contracts and Procurement Office by email at contracts@cityofsalem.net. To be effective, the withdrawal must be received prior to closing date and time. The proposer shall mark a written request to withdraw its proposal as follows: "Proposal Withdrawal - RFP #223044."

5.9 Notice to Proceed

The successful proposer(s) may be given ten (10) calendar days to execute the Agreement and return it to the City. Contractual work may not begin until the notice to proceed has been issued. The notice to proceed will be issued after execution of the Agreements by the City. The notice to proceed will authorize commencement of the work based on the Agreement.

5.10 Rights of City to Award or Reject Proposals

This RFP does not commit the City to award or enter into an Agreement. Under no circumstances will the City pay the costs incurred in the preparation of a response to this RFP. The City reserves the right to:

- Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- Negotiate with any proposer(s).
- Accept a proposal and subsequent offers for Agreement from other than the lowest cost proposed.
- Waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the proposer(s).
- In determining the most responsive proposer, take into consideration any or all information supplied by the proposer in the proposal and the City's investigation into

the experience of the proposer. In addition, the City may accept or reject proposals based on minor variations from the stated scope of services and when such action is deemed to be in the City's best interest.

- Negotiate a final scope and price with the selected proposer that may differ in some respects from this RFP.
- To seek clarifications of each proposal.
- If proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposal as may be required.
- Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.
- To negotiate a final Agreement that is in the best interest of the City.

5.11 Contract Administrator

The Contract Administrator is Jim Schmidt, Fleet & Facilities Manager. All questions relating to the RFP process should be directed in writing to Shawna Self, CPPB, Contracts and Procurement Manager, by email to: sself@cityofsalem.net.

5.12 Economy of Proposal Preparation

Proposals should be prepared simply and economically, by providing a straightforward, concise description of the proposer's capabilities related to specified elements units or services. Proposals should not include any information not specifically identified or specified as a required response.

5.13 Addenda

In the event that it becomes necessary to revise any part of this RFP, an addenda will be posted on OregonBuys. Prospective proposers are solely responsible for checking OregonBuys to determine whether or not any addenda have been issued. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than five (5) City business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the proposal and **SHALL BE SUBMITTED** with the proposal. Proposals received without properly signed addenda may be considered non-responsive.

5.14 Protests of Addenda

A prospective proposer may submit a written protest to an addendum within forty-eight (48) hours by the close of the City's next business day after issuance of the addendum. The written protest shall (1) Sufficiently identify the addendum being protested; (2) Identify the specific grounds that demonstrate how the addenda is contrary to law, unnecessarily restrictive, legally flawed or improperly specifies a brand name; (3) Include evidence or supporting documentation that supports the grounds on which the protest is based; (4) Identify the relief sought; and (5) Include a statement of the desired changes to the addendum that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. The City will not consider a protest to matters

not added or modified by the protested addendum. Delivered to the Contracts and Procurement Division, via email to contracts@cityofsalem.net.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.

5.15 Acceptance of Proposal Content

The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in an Agreement may result in cancellation of the award.

5.16 Public Records and Confidentiality of Proposal

This RFP and one copy of each original response received, together with copies of all documents pertaining to the selection of the successful proposer and execution of a copy of the executed agreement, shall be kept for the City by the Contracts and Procurement Office for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

Public Records. By submitting a proposal, the proposer acknowledges that information submitted in response to this RFP is open to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.513. The proposer is responsible for becoming familiar with and understanding the provisions of the Public Records Law.

Note: Under no circumstances will any proposal information be disclosed by the Contracts and Procurement Office prior to receiving a written recommendation to award from the Department Head.

5.17 Human Rights

It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. The City's complete Title VI Plan may be viewed at www.cityofsalem.net. Successful proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations if awarded an Agreement by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the successful proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful proposer of the successful proposer's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. (See Appendix B.)

5.18 Discrimination in Subcontracting Prohibited

Proposer agrees not to discriminate against disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

5.19 Notice of Intent to Award

All responsive and evaluated proposers to this RFP will be notified of the City's intent to award an Agreement not less than seven (7) days prior to award. The City will issue a notice of intent to award based on the results of its evaluation process. The notice of intent to award will be posted on OregonBuys only.

5.20 Protest of Intent to Award

A proposer may protest the award of the Agreement or the intent to award such Agreement, whichever occurs first, if the proposer claims to have been adversely affected or aggrieved by the selection of a proposer. A proposer submitting a protest must claim that the protesting proposer is the highest ranked proposer because the proposals of all higher ranked proposers failed to meet the requirements of this RFP or because the highest ranked proposers otherwise are not qualified to perform the services described in this RFP. The proposer must deliver the written protest to the Contracts and Procurement Division to contracts@cityofsalem.net, within seven (7) days after issuance of the notice of intent to award the Agreement or if no notice of intent to award is issued, within forty-eight (48) hours after award. A proposer's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). The City Manager shall not consider a proposer's award protest submitted after the above timeline. **The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest. The check shall be submitted via USPS, UPS, or FedEx.**

5.21 Incurred Costs

Neither the City, nor its officers, agents, or employees are liable for any cost incurred by proposer(s) prior to issuance of an agreement, or purchase order. All prospective proposer(s) who respond to this RFP do so solely at the proposer's cost and expense.

5.22 No Warranty

All facts and opinion stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.

5.23 Statement of Time

A period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays.

The word "day" as used in this RFP document, and any resulting Agreement awarded as a result of this process, shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

When a time period is identified by days, it is computed by excluding the first day and including the last day. When the last day falls on a Saturday, Sunday, or City's holiday, that time period shall extend to the next City business day.

5.24 Right to Audit

The successful proposer shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The successful proposer(s) shall retain these records for a period of five (5) years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies.

5.25 Accept or Reject Proposals

The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.

5.26 Additional Information

The City reserves the right to request additional information following their initial review of the proposal documents that the City deems reasonably necessary to evaluate, rank, and select the most qualified proposer(s). The City staff may conduct a review and verification of confidential information with staff and consultants.

5.27 Right to Modify Process

The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The Contracts and Procurement Office will take reasonable steps to ensure that any modification or clarification to this RFP are posted on OregonBuys.

5.28 Debarment of Proposer

The Contracts and Procurement Manager may debar prospective proposers from consideration for Agreements for a period of not more than three (3) years if:

1. The prospective proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract subcontract or in the performance of such contract or subcontract;
2. The prospective proposer has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the prospective proposer's responsibility as a contractor;
3. The prospective proposer has been convicted under state or federal antitrust statutes;

4. The prospective proposer has committed a violation of a contract provision that is regarded by the Contracts & Procurement Manager or the Construction Contractors Board to be so serious as to justify debarment. A violation may include but is not limited to a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. A failure to perform or an unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment; or
5. The prospective proposer does not carry any insurance as required by applicable law.

The Contracts and Procurement Manager shall give written notice of the reasons for the debarment and the proposed length of debarment to the person for whom debarment is being considered. The proposer shall be given not less than fourteen (14) days to respond to the Contracts and Procurement Manager in writing. The Contracts and Procurement Manager shall issue a written decision that states the reason for the action taken and that informs the proposer of the proposer's appeal rights.

5.29 Proposals submitted by City Employees Prohibited

The City will not purchase any goods or services from City employees unless City Council expressly authorizes the purchase, or the purchase is necessary during a state of emergency and the City Manager approves the purchase.

SECTION 6: AGREEMENT TERMS AND REQUIREMENTS

6.1 Forfeiture of the Agreement

This Agreement may be canceled at the election of the City at any time for any willful failure or refusal by the successful proposer to perform according to the terms of an Agreement as herein provided.

6.2 Non-Assignment

If an Agreement is awarded, it shall not be assigned, nor duties be delegated, in part or in total without consent of the City. Reasonable requests for assignment of the Agreements may be granted based on the sole determination of the City.

6.3 Liability Insurance

Successful proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees";
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Successful proposer shall immediately notify the City of any change in insurance coverage;
- Successful proposer shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

6.4 Workers' Compensation Law

All subject employers working under an awarded Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Proof of compliance will be required prior to Agreement execution. (See Appendix A)

6.5 Laws of the State of Oregon

By submitting a proposal in response to this RFP, proposer(s) agree that, any terms and conditions stated within any agreement that is awarded as a result of this solicitation shall

also include the following laws of the State of Oregon are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.230, and 279B.235.

Any Agreements awarded and/or purchase order issued as a result of this RFP shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

6.6 Successful Proposer's Compliance with Tax Laws

Successful proposer represents and warrants to the City that:

1. Successful proposer shall, throughout the term of this Agreement, including any extensions hereof, comply with:
 - A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
2. If applicable, the successful proposer, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
 - A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

Successful proposer's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of successful proposer's warranty, as set forth in this Article, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

6.7 Agreement Term

The Agreement shall commence on July 1, 2022 and continue until June 30, 2023, and upon renewal (see renewal clause) shall continue for each additional consecutive fiscal year until canceled or expiration of the Agreement term.

6.8 Renewal

If the City determines that it is in the City's best interest, the City may elect to extend the Agreement for four (4) additional one (1) year periods at the end of each fiscal year, July 1 through June 30, subject to the following conditions:

- a. Approval by City and budget approval.
- b. Service has been determined, by the Contract Administrator, to be satisfactory.
- c. Price remains firm for the additional year; adjusted only for any escalation/ de-escalation allowed under the terms of the Agreement.
- d. Agreement to extend the Agreements, in writing, by the successful proposer after a minimum sixty (60) calendar days' notice by City prior to the expiration of the Agreement.

6.9 Termination for Lack of Appropriations

The City may terminate all or portions of the Agreement for lack of funds, if the successful proposer is notified by certified mail thirty (30) calendar days in advance.

6.10 Cooperative Purchasing

Pursuant to ORS 279A.205 thru 279A.215, other public agencies, Urban Renewal Agency of the City of Salem, Housing Authority of the City of Salem, and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the service agreement resulting from this RFP unless proposer expressly notes in their proposal that the prices quoted are available to the City only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful proposer; the City accepts no responsibility for performance by either the successful proposer or such other agency using this agreement. With such condition, the City consents to such use by any other public agency.

6.11 Escalation/ De-Escalation Agreement

Prices shall remain firm throughout the initial Agreement term except in the case of price decreases. Price decreases will be allowed the first of the month following receipt of communication, or the effective date, whichever is later.

Price increases will be considered at the time of Agreement renewal. Successful proposer(s) must submit a written request with documentation justifying any price increase at least ninety (90) days prior to Agreement renewal to the Contracts and Procurement Division. Proposed price increases shall not exceed the consumer price index for this region. Proposer is to provide all documentation for verification purposes.

The City shall have the option of accepting the price increase or allowing the Agreements to expire (non-renewal) and rebidding the contract. The City reserves the right to audit the records of the successful proposer when requesting price increases to the extent that such records relate to cost or pricing data.

6.12 Type of Agreement

This is a non-exclusive one-year annual Agreement; with renewal provisions (see Subsection 6.8) and escalation/de-escalation agreement (see Subsection 6.11).

6.13 Form of Procurement Agreement

Any Personal Services Agreement that is awarded as a result of this RFP will incorporate the RFP document, the successful proposer's written proposal, any required certificates, and all other documents incorporated by reference therein.

It is the City's intent to award Agreements in substantially the form of the Agreement attached as Appendix A. Proposer may submit an alternative Agreement for City's review. The City, at its sole determination, may approve the proposer's offered Agreement as is, require modifications, or reject the proposer's Agreement and require that the City's Agreement be executed for the purpose of this RFP.

A proposer may not condition its Proposal on execution of any Agreement it submits. Any such condition shall result in rejection of their Proposal.

Any additional Agreements shall contain the following provisions:

1. The following laws of the State of Oregon are hereby incorporated by reference into the agreement: ORS 279B.220, 279B.230, and 279B.235.
2. The Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
3. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity, or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. Proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations. Further, proposer agrees not to discriminate against disadvantaged business enterprise, a minority-owned business, a

woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

4. Successful proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of successful proposer's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Proposer shall immediately notify the City of any change in insurance coverage;
- Proposer shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6.14 PAY EQUITY COMPLIANCE

As required by ORS 279B.235, successful proposer shall comply with ORS 652.220 and shall not discriminate against any of successful proposer's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Commencing on January 1, 2019, successful proposer must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of successful proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Successful proposer's compliance with this section constitutes

a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.

Successful proposer may not prohibit any of successful proposer's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Successful proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If selected for award and as applicable, proposer shall submit to the City a true and correct copy of an unexpired Pay Equity Compliance Certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167). The proposer upon completion of the curriculum and assessment understands the prohibitions set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payment. The certificate is only required if the proposer employs 50 or more full time workers and submitted a proposal for a procurement with an estimated contract price that exceeds \$500,000.

See <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx> for training requirements.

6.15 PAYMENT TERMS

The City payment terms are Net 30 days. The City does not pre-pay for goods or services. Invoices shall be submitted to Finance Department, email: accountspayable@cityofsalem.net.

Appendix B: CITY OF SALEM EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

City of Salem Equal Opportunity Policy For Contractors

1. Non-Discrimination Policy, General.

It is the policy of the City of Salem to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap in respect to employment, housing, and public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, housing, or public services, facilities, or accommodations, the following more specific obligations, terms and conditions shall apply.

2. Discrimination Because of Religious Belief.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodations cannot be made without undue hardship to the employer.

3. Discrimination Because of Sex.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decisions is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to housing and to public services, facilities and accommodations, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on the basis of sex where:

- (a) Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or
- (b) The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. Discrimination Because of Disability.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without hardship to the employer.

With respect to housing and to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

- (a) Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or
- (b) A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.
- (c) The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular disability in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs of persons so disabled.

5. Discrimination Because of Age.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

- (a) Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;
- (b) The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to housing and to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

- (a) The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such person; or
- (b) The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. Definitions.

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

- (a) Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.
- (b) "Disability" and "handicap" are intended to be synonymous.

- (c) The Contractor is entitled to advisory options as to the specific application of this policy from the designated representative of the City's Director of Community Development. The Contractor is entitled to rely on such advice only to the extent of the completeness and accuracy of the facts presented by the Contractor who is requesting such advice. The City expressly disclaims any responsibility for the Contractor's reliance on advice which later proves erroneous or inapplicable because of facts not known to the City's representative who gave the advice.
- (d) The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. Advertising and Promotional Material.

- (a) In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

(Name of Contractor) is an equal opportunity employer, and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, sex, age, handicap, religion, ethnic background, or national origin.

EXCEPTION: In "Classified" advertising the Contractor need only include the statement "an equal opportunity employer."

- (b) In all advertising, postings, and promotional material relating to housing, and to programs and services funded in whole or in part under a contract with the City of Salem, the Contractor shall include the following statement:

This (housing, program, or service as applicable) is open to all persons without regard to race, sex, age, handicap, religion, ethnic background or national origin. For further information about this equal opportunity policy, contact (name of Contractor's representative) at (phone number).

8. Retaliation.

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Salem, or any state or federal court or agency.

9. Grievance Procedure.

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Salem where it conducts any operations. Likewise the Contractor shall fully cooperate with designated representatives of the City of Salem, and state and federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. Violations.

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Salem contracts, or both.

11. Contracts Directly Funded by Federal or State Agencies.

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of “affirmative action” to insure equal opportunity, and specific standards and reporting requirements to be met. “Affirmative action”, in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this Policy, the Invitation to Bidders or Request for Proposals will state, “This project is funded in whole or in part through (name of agency). Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bid.”

NOTICE:

YOUR RIGHTS TO HAVE DISCRIMINATION COMPLAINTS HEARD

This organization receives funding or contract payments from the City of Salem. Some or all of those funds may originate with one or more federal or state agency. Organizations receiving grants or contracts from the City of Salem are obligated to accord equal opportunity in employment, and in access to programs and services without regard to a person’s race, sex, age, religion, handicap, ethnic background, or national origin.

If you believe that this organization has discriminated against you in violation of that obligation, you have a right to complain without fear of retaliation. The City of Salem has a process for investigating and acting on your complaint. In addition, there may be federal or state courts or agencies who have a process for responding to your complaint.

The duty not to discriminate is clear, but the various agencies who have discrimination complaint procedures each have special rules.

To assist you in the filing of a complaint with the proper agency, you should contact the City of Salem Human Rights and Relations Commission Staff at (503) 588-6261, or visit or write to:

City of Salem Human Rights & Relations Advisory Commission Staff,
Room 300, City Hall
555 Liberty Street SE
Salem, Oregon 97301-3503

Appendix C: Police and Fire Vehicle Electronics Power Schematic

