



**CITY OF SANDPOINT
REQUEST FOR PROPOSALS - RFP NO. 20-1920-2:
GEOGRAPHIC INFORMATION SYSTEMS (GIS) CONTRACT SUPPORT SERVICES**

RFP Title:	Geographic Information Systems (GIS) Contract Support Services
Purpose:	The purpose of this solicitation is to procure qualified Geographic Information Systems (GIS) Contract Service Providers to provide GIS support services including technology upgrades to the City of Sandpoint.
Submission Deadline:	2:00:00 p.m. Pacific Time, Friday, September 18, 2020
Questions Deadline:	2:00:00 p.m. Pacific Time, Friday, September 11, 2020
Submissions:	<p>Mail/Deliver <i>(4) hard copies and (1) thumb-drive, pdf copy to:</i> City of Sandpoint, City Clerk 1123 Lake St. Sandpoint, ID 83864</p> <p>or email proposals to cityclerk@sandpointidaho.gov</p>
Written Inquiries:	Cheryl Hughes Contract/Procurement Officer chughes@sandpointidaho.gov
RFP Contents:	<ul style="list-style-type: none"> A. Instructions B. Overview and Scope of Services C. Submission and Inquiries D. Required Proposal Format and Content E. Review and Evaluation of Proposals F. Schedule G. Protests Responder Certification Sample Agreement

A. INSTRUCTIONS

The City of Sandpoint is currently accepting proposals for:

RFP NO. 20-1920-2 - GEOGRAPHIC INFORMATION SYSTEMS (GIS) CONTRACT SUPPORT SERVICES

IT IS UNDERSTOOD that the City of Sandpoint reserves the right to reject any or all proposals for any or all products and/or services covered in this solicitation and to waive informalities of defects in such proposals.

Proposals must be submitted as required in Section C and D, as well as filling out, signing, and returning "Responder Certification" page within this packet. Proposal and Responder Certification to be **signed by a person having the authority to bind the Contractor in a contract**. Completed proposals and Responder Certification page to be submitted as follows:

U.S. Mail or by other delivery method, four (4) hard copies and one (1) thumb drive, pdf copy, of proposal to:

**City of Sandpoint
Attn: City Clerk
1123 Lake Street
Sandpoint, Idaho 83864**

Emailed submissions may be sent to cityclerk@sandpointidaho.gov.

All mailed/delivered Proposals must be received not later than 2:00:00 PM Pacific Time, Friday, September 18, 2020.

GENERAL INSTRUCTIONS: Responders to this solicitation should carefully examine all terms, conditions, specifications and related documents. Should a responder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sandpoint's interpretation shall govern.

LATE PROPOSALS: Proposals received after submission deadline will not be considered and will be rejected. City of Sandpoint is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Central Services Division's office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn prior to the RFP deadline. Notice to withdraw the proposal must be in writing and, if received after the RFP deadline, shall not be considered.

CONTRACT AWARD: If a contract is awarded, it will be awarded to the proposal providing services at the best value to the City. The City has the right to award a contract upon the conditions, terms and specifications contained in submitted proposals to the City for a period of up to ninety (90) days following the date specified for RFP deadline. In awarding a contract, the City may waive minor technicalities and informalities in the solicitation process and proposals received if they are not material to or alter any of the conditions, terms or specifications contained in the Request for Proposal or a qualifying proposal.

REJECTION OF PROPOSALS: The City may choose to reject all proposals and not award a contract. If the City does not award a contract within ninety (90) days following the RFP closing date, all proposals will be deemed rejected.

PURCHASE ORDER: City of Sandpoint shall generate a purchase order to the successful responder. The purchase order and contract number must appear on all invoices, packing lists, and any and all related correspondence. City of Sandpoint will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

Proposals **MUST COMPLY** with all federal, state, county, and local laws concerning this type of good or service.

DOCUMENTATION: Responder shall provide with this proposal, all documentation required by this RFP. Failure to provide this information may result in rejection of submitted proposal.

B. OVERVIEW AND SCOPE OF SERVICES

1. OVERVIEW:

(a) Current GIS Environment

The City of Sandpoint GIS is supported by a single GIS Coordinator. The City uses ESRI software to manage and deploy enterprise geodatabases, file geodatabases and GIS applications across City Departments. Currently the City uses ArcSDE, ArcGIS Server, ArcGIS Desktop all versioned at 10.7.1. The City also uses MS SQL Express and PostgreSQL as the RDBMS that houses the geodatabases. Currently, the City of Sandpoint has ArcGIS Server web applications that are running on both the ArcGIS Online and Portal.

2. SCOPE OF SERVICES:

The City of Sandpoint is seeking a qualified candidate or firm for the following required services:

(a) ArcGIS Data and Mapping Support Services

The qualified candidate or firm will be required to assist with the maintenance and update of all existing layers. These services will include, but are not limited to, creating new datasets, create and update GIS maps, advise the City on matters relating to GIS projects and software, provide customized solutions for special projects, integrate Business Systems with GIS.

(b) ArcSDE Professional Services

The qualified candidate or firm will be required to assist with all geodatabase support with ArcSDE and MS SQL Server. These services will include, but are not limited to, database administration, troubleshooting, development, and design. The City has multiple geodatabases that cover several different types of datasets such as parcels, addresses, utilities, environmental features, point of interest data, transportation information, and much more.

(c) ArcGIS Server Professional Services

Qualified candidate or firm will be required to assist the City with all existing applications as well as with the development of new applications. This includes but is not limited to administration, design, development, and implementation.

(d) Application Development Professional Services

The qualified candidate or firm will also need to have proven experience with and extensive knowledge of ArcGIS Server, Python, Silverlight, JavaScript/HTML 5, Dojo, and Arcade. Application development may be required with ArcGIS Desktop or ArcGIS Server. The qualified candidate or firm should submit examples of such applications and interactive maps using this technology that they have developed and maintained successfully with clients. Qualified candidate or firm will be required to use best practices for application development, including but not limited to utilization of proper coding standards, security measures and design, documentation, architecture, and naming conventions.

(e) ArcGIS Online Support

The qualified candidate or firm will need to have proven experience administering, setting up, and managing web applications for ArcGIS Online.

(f) Network Administration

The qualified candidate or firm will assist the City with some network administration. The selected firm will need to have proven experience with deploying applications with a reverse

proxy, knowledge of best practices with security when deploying GIS applications, and knowledge of server and network requirements when deploying GIS applications.

(g) On-Call Support

The qualified candidate or firm will need to be available to assist the City in resolving emergency GIS web application system outages. This support may need to occur after business hours and/or on weekends.

(h) Transfer of Knowledge, Training, and Documentation

The qualified candidate or firm will be required to transfer knowledge as needed, provide training to staff when requested, and be able to create useful documentation when needed.

C. SUBMISSION AND INQUIRIES

Sandpoint encourages disadvantaged, minority, and women-owned Contractors to respond. The City, in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d to 2000d-4) and associated regulations as well as Sandpoint City Code, hereby notifies all responders that it will ensure that all businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression in consideration for an award.

The City reserves the right to waive any minor non-compliances or irregularities contained in the Proposals, at its sole discretion. The City may reject any and all Proposals.

Mail/Deliver four (4) hard copies and one (1) thumb-drive, pdf copy of Proposal to:

City of Sandpoint, City Clerk
1123 Lake Street
Sandpoint, Idaho 83864

Emailed submissions may be sent to cityclerk@sandpointidaho.gov.

Proposals will be received until **2:00:00 p.m. Pacific Time, Friday, September 18, 2020.**

All questions regarding this RFP shall only be directed, in writing, to:

Cheryl Hughes
Contract/Procurement Officer
chughes@sandpointidaho.gov

All Questions and City Answers and any addenda will be posted on the City's website at www.sandpointidaho.gov. All questions must be received, in writing, by 2:00:00 PM Pacific Time, Friday, September 11, 2020.

D. REQUIRED PROPOSAL FORMAT AND CONTENT

The proposal shall contain all sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. Proposals are limited to 25 single-sided (8-1/2" x 11") pages, no less than 11-point font, not including a cover page or the optional Alternate Proposals. Submittals which do not address the items in this section may be considered incomplete and may be deemed non-responsive by the Review Committee.

1. **LETTER OF INTEREST:** Provide a letter of interest signed by an authorized Contractor representative. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).
2. **STAFF QUALIFICATIONS:** The Proposal shall include a project manager and organizational chart and brief biography of Contractor staff proposed to be assigned to the GIS Contract Support Services Agreement. Each individual's proposed position/responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, certifications, experience on related and/or similar projects/contract support services. At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual who is proposed in the organization chart. Any applicable professional licenses or certifications shall be designated for each individual. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects/contract support services, to include at least three (3) positive client references for each key individual, will constitute a passing score for this section (4-pages maximum).
3. **RELATED PROJECT/CONTRACT SUPPORT SERVICES EXPERIENCE:** The Proposal shall include up to three (3) profiles of similar support services in comparable organizations. Past projects/contract support services must have been within the last three (3) years and shall include: client name, and a detailed description that clearly justifies why the Contractor's past experience is applicable to this RFP. For each project/contract support services, indicate which proposed key personnel worked on the project/contract support services and describe the role/work they performed and their levels of involvement (2-pages maximum per project / 6-pages maximum total).
4. **PROJECT/CONTRACT SUPPORT SERVICES APPROACH:** In this section, Respondent must include its approach to providing efficient and effective GIS contract support services, as well as its proposed administrative procedures, areas of responsibility, and a discussion of service delivery, such as method of contact and assignments, etc. Respondent should provide descriptions of their approach to the following: (6-pages maximum)

Project Requests

Service-Level Metrics;
After-Hours Support;
Support Tracking;
ArcGIS Server Administration;
ArcGIS Online Administration;
ArcGIS Portal Administration;
GIS Data Maintenance;

5. DETAILED DRAFT SCOPE OF SERVICES: This will form the basis of the Scope of Services/Approach to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (6 pages maximum):
- A. description of the Contractor's understanding of the Contract Support Services;
 - B. detailed description of the Contractor's proposed scope of services; and
 - C. list any additional documents, assistance, or resources necessary or required by the City of Sandpoint.
6. PRICE PROPOSAL: Compensation or Payment Schedule

Respondent to propose pricing as follows and may submit in any preferred format or table:

- 1. Provide proposed costs for personnel for an average of sixteen hours of support per week. Support to include GIS management, data maintenance and mapping, application development, project assistance, reporting, and budgeting as time allows. Provide these costs as a monthly *and* annual cost for support services.
- 2. Ongoing GIS administration, maintenance and project work efforts will be prioritized to arrive at the City's budgetary goals.
 - a. Special projects or high priority projects may be approved separately. These projects will follow a typical change order process to written approval by the City.

Respondent must provide price proposal in both monthly and annual costs for services as outlined in 6.1 and 6.2 above for FY 2021/2022, FY 2022/2023, and 2023/2024. Pricing will be re-negotiated upon the first one-year renewal for FY 2024/2025.

Invoicing for services to be submitted monthly and all invoices must include the minimum of the following for all time and expense charges:

Date of service;
Key Personnel service provided by;
Description of service provided; and

Duration of chargeable time

The Price Proposal will serve as the basis for scoring. The Price Proposal will be scored as follows: (2-pages maximum):

(Lowest Three Year Proposal Price/ ******Three Year Proposal Price) x 15

Lowest Three Year Price will receive a score of 15

Example: Three Year Proposal Price A = \$100,000, Lowest Three Year Proposal Price = \$95,000

(\$95,000/\$100,000) x 15 = Score of 14.25 points

*******Three Year Proposal Price will consist of totaling each Annual proposal price for all three Fiscal Years combined.

- 7. Alternate Proposals: Respondents are encouraged to propose alternate methods of providing the support services requested by the City. All Alternate Proposals must be clearly labeled and must contain all costs associated with the proposed services. (4-pages maximum).

E. REVIEW AND EVALUATION

Responses to this RFP will be evaluated and ranked by a Review Committee. Selection will be based on the RFP and the following point criteria (100 points total / 120 total if oral Interviews are conducted):

- 1. LETTER OF INTEREST (PASS/FAIL)
- 2. STAFF QUALIFICATIONS (20 points)
- 3. RELATED PROJECT/SUPPORT SERVICES EXPERIENCE (15 points)
- 4. PROJECT/SUPPORT SERVICES APPROACH (25 points)
- 5. DETAILED DRAFT SCOPE OF SERVICES (25 points)
- 7. PRICE PROPOSAL (15 points)

Section 1 of the Proposal will be evaluated on pass/fail criteria. Failure to achieve a pass rating on the components of these sections may result in the Proposal being declared non-responsive and the Proposer being disqualified. All other sections of the Proposal will be evaluated and scored on a qualitative basis. Final selection may be made after oral interviews of the top two or three applicants at the discretion of the City. If applicable, the oral interviews will be scheduled within two weeks after the proposal due date and will be factored into the final scoring with a total of 20 possible points.

Selection shall be based upon evaluation criteria, the committee’s recommendations, and subject to City Council’s final approval. It is the City’s intention to select one firm to perform all services.

F. SCHEDULE

Listed below is the tentative schedule for the selection process and is subject to change:

Event	Date
Proposal Deadline	September 18, 2020
Evaluation by Review Committee	September 21-25, 2020
Award of Contract	October 07, 2020
Contract Start Date	October 08, 2020

G. PROTESTS

- Prior to a submission of a protest relating to or arising from the solicitation for RFP, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.
- Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.
- Protests shall include the following information:
 - A. Name, address and fax and telephone numbers of the protester;
 - B. Solicitation or contract number;
 - C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - D. Copies of relevant documents;
 - E. Request for a ruling by the City;
 - F. Statement as to the form of relief requested;
 - G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
 - H. All information establishing the timeliness of the protest.
- Protests based on alleged apparent improprieties in the RFP Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is

known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.

- Action upon receipt of protest:
 - A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.
 - B. If award is withheld pending City resolution of the protest, the City will inform the proposers whose proposals might become eligible for award of the contract. If appropriate, the proposers will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.
 - C. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Owner.
 - D. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.
 - E. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
 - F. City protest decisions shall be well-reasoned, and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

RESPONDER CERTIFICATION

Responder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the proposal submitted.

Responder guarantees product offered will meet or exceed specifications identified in this Request for Proposal.

Responder Must Fill in, sign, and return with Proposal:

NAME OF CONTRACTOR FIRM: _____

CONTRACTOR REPRESENTATIVE NAME: _____

CONTRACTOR REPRESENTATIVE TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Please acknowledge all Addenda to the RFP by entering each Addenda number below (if applicable):

ADDENDA NO. _____

**SAMPLE AGREEMENT FOR XXXXXXXXXXXX BETWEEN THE CITY OF SANDPOINT
AND XXXXXXXXX**

This Agreement is made and entered into this 08th day of October, 2020, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and XXXXXXXXXXXX, a State of Idaho (Limited Liability Corporation, Corporation, Sole Proprietor, etc), (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

RECITALS

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform XXXXXXXXXXXX, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

1. DESCRIPTION OF SERVICES

1.1 The CONTRACTOR shall provide GIS Contract Support Services as described in Exhibit A, Scope of Services, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's XXXXXXXXXXXX Director/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in

performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.

1.3 The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.

2.2 Use of Subcontractors are not allowed under this Agreement.

3. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance

of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement.

CONTRACTOR shall keep and maintain a Professional Liability: Errors and Omissions in amounts no less than \$1,000,000.00 for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy of insurance.

5. PROJECT APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's XXXXXXXXXXXX Director/designee to determine acceptable completion.

5.2 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6. PRICE AND PAYMENT

6.1 The CITY shall pay the CONTRACTOR a not to exceed amount of **\$XX,XXX.00 (XXXXXXXX Dollars)** for the completion of all services described within this Agreement. This not to exceed amount shall include all costs or expenses incurred by the CONTRACTOR in performance of its services under this Agreement.

6.2 The CONTRACTOR shall submit an itemized invoice on a monthly basis of services performed under this Agreement as outlined in Exhibit B, Fee Schedule, which shall be paid no sooner than thirty (30) after receipt by the CITY.

7. TERM

The term of this Agreement is Three (3) years commencing October 08, 2020 with an option for two (2) one year renewals at the end of the first term (October 07, 2023) with pricing, terms, and conditions agreed upon by both parties. The Term is based on continued program funding in subsequent fiscal years beginning with Fiscal Year 2021/2022.

8. TERMINATION

8.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with ten (10) days' written notice. Upon termination, the CONTRACTOR shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the

amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within ten (10) days from the date of such notice. If, after ten (10) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

10. NON DISCRIMINATION

EXHIBIT A
SCOPE OF SERVICES

Services performed by CONTRACTOR under the terms of this Agreement include:

TBD

**EXHIBIT B
FEE SCHEDULE**

Fee for services as described in Exhibit A, Scope of Work, is TBD

CITY makes no guarantee entire Agreement Price will be expended during the term of this Agreement.

END OF SAMPLE AGREEMENT