



Home of the Tualatin River National Wildlife Refuge

Request for Proposal Website and Citizen Engagement Platform

Address Proposals to: Brad Crawford, Information Technology Director

Proposals Due: December 1, 2023 at 1:00 PM

Issuance Date: October 25, 2023

Proposals must be sealed in an opaque envelope, plainly marked as follows: **Request for Proposals – Citizen Engagement Platform**

Electronically mailed or faxed Proposals will not be accepted. Include the name and address of the Proposer.

Proposers must submit five (5) hard copies of the Proposal and one (1) electronic pdf copy provided on a thumb drive.

The City of Sherwood reserves the right to reject any or all Proposals.

LATE PROPOSALS WILL NOT BE ACCEPTED.

Request for Proposal

City of Sherwood

Information Technology Department
22560 SW Pine St
Sherwood, OR 97140



Date

October 25, 2023

Project Manager

Brad Crawford

Website Redesign and Citizen Engagement Platform

Scope of Work

The City of Sherwood is seeking proposals from qualified web designers/developers to implement a new website and citizen engagement platform. This project will encompass a complete graphic and navigational change to the city's current website and also provide modern citizen engagement capabilities. The citizen engagement capabilities include robust forms capabilities for performing city business online with customers, dynamic surveying, mobile app, notifications, and payments for online transactions. It's expected that this project will be completed in multiple phases and years depending on project costs.

The City is open to receiving proposals for projects developed using open content management systems such as Drupal or WordPress and also proprietary systems. There is a preference toward open platforms especially those that have a robust 3rd party plugin/app marketplace, so city staff have options in choosing the best plugin to fit their needs. However, if a proprietary system has a similar 3rd party plugin/app support and/or has its own robust, forms, surveying, notification and/or payments capabilities vendors/consultants of those vendors of proprietary systems are encouraged to submit proposals.

A key requirement for this project is having good vendor support once the site is live. This includes hosting the site and applying application updates and security patches. Furthermore, support for third party plugins and any API integrations should be included in any support plan. Support proposals should include the annual cost to host and maintain the site and any included support terms and conditions, such as support hours and any limits on what functions support would perform.

Citizen Engagement Capabilities

Forms and Workflow – A key component to this project will be the form and workflow engine that will allow for the digitizing of several of the City's business processes. This component should allow for the creation of dynamic forms that have granular workflows for, but not limited to routing of submissions, receiving comments, performing calculations, and notifying recipients. The

proposed webform/workflow tool should be user friendly enough that city staff with training will be able to digitize these and future processes on their own. A listing of the current business processes that Sherwood staff would like to digitize is included in this RFP.

Surveys - In addition to the webform capabilities the City of Sherwood would also like to create ad hoc surveys for soliciting feedback from our constituents. The survey tool chosen should allow for anonymous and authenticated responses, conditional questions, and analysis capabilities of the responses.

Customer Portal – All digital interactions with the City with the exception of anonymous survey response should be tracked under a customer portal. This customer portal should allow customers to login and see submissions and responses from city staff. In the event that a document is created (i.e. permit) as part of the submission the customer should be able to login and retrieve that document. The underpinnings of this portal should be a CRM that city staff can utilize to import/export customer information or connect to other city systems through API integration.

Notifications – This new website should have the ability to provide notification to customers through a variety of means. The site should be configured to allow for notification of changes to a particular page, submission of a form or survey, alerts, information blasts, and notifications based on a geographic area. Notifications should be able to be sent via email, SMS, social and/or pushed through the mobile app.

Mobile App - It is very important to City of Sherwood staff and elected officials that all functions of the city website be able to be performed via a mobile app. This includes viewing content, submitting form data, paying for a service, and receiving mobile notifications. The preference would be for this to be an app available in the app stores or a progressive application that can be downloaded and installed on a mobile device. In addition to the mobile app it's expected that the webpages will also be, "mobile friendly" so that they are usable for mobile visitors.

Social Media – Information posted on the city's website should be extensible enough to also be posted on social media platforms. The site should be configured to allow for a summarized version of the content to be formatted to fit the requirement of the social media platform. Permissions should be created to require approval for some staff to post content to city social media channels.

Project Phases and Timeline

This project is broken down into three separate phases so that base functionality can be achieved early in the project timeline and as time goes on incremental functionality can be added. This phased approach also helps for budgeting purposes so appropriate funds are budgeted for the phase or functionality being added or decision to remove components based on the proposed

cost. The scope of this RFP is only focused on phase one and two of this project and phase three is less defined and more aspirational. Phase three is included so consultants can see where Sherwood would like to go and help guide the decisions that need to be made in phase one and two. Here are the expected phases for this project:

Phase 1: Base Functionality

- CMS setup and configuration
- Graphic and navigational development
- Selection of plugins and base configuration
- Basic forms and workflow development
 - o Submit a simple request form and have it route to the appropriate staff.
- Notifications configuration
 - o Email, SMS, and Social
- Customer portal configuration
 - o Login and see form submissions and sign up for notifications.

Phase 2: Citizen Engagement

- Development of business processes in Attachment A
 - o With online payments
- Non-API integration with backend systems (CSV, XML, Email)
 - o Should be able to import and export data to/from the website via upload in common file types.
- Surveying development and implementation
- Payment system development and configuration for paying fees/services through web form capabilities
- Mobile app development and integration
 - o Viewing city information
 - o Form submissions
 - o Mobile notifications
 - o Surveys submissions
 - o Customer portal access
 - o Making a payment

Phase 3:

- Deep mobile app capabilities
 - o Bidirectional interaction with customers
 - Submit a form, pay a bill and receive a mobile notification
- API based integration with backend systems
 - o Service Requests
 - o Building/Planning submissions and tracking
 - o Utility Billing Payments
- Integration with other content platforms

- Digital Signage
- Cable Channel/Streaming platforms
- Maps (ArcGIS Online)

Selection Process

Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of its Proposal.

1. Proposers shall demonstrate a minimum of four (4) relevant projects providing the types of services described within the Scope of Work of this Request for Proposals for public and/or private agencies.
2. Proposers with a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate, will not be considered.

Proposal Requirements

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Proposal Format

Proposals shall be typewritten with a standard body text font (e.g., Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8½" x 11" sheet.

Proposals shall be organized in accordance with the listed Proposal contents and shall not exceed 22 total pages. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

All Proposals, at a minimum, shall include the following relevant information:

Introductory Letter (1 page)

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Lead and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

"Proposer has received and examined, as part of the Proposal, Addenda No. through . Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."

"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."

"All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Sherwood, without restriction or limitation of future use."

Project Understanding (1 page)

Proposals shall demonstrate the consultant's understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

Project Approach (6 pages or less)

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Each Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. Explain how Proposer intends to approach the Scope of Work and address the elements and tasks. Proposers may suggest modifications or additions to the Scope of Work, but the proposal must at least address all of the elements and tasks defined in the Scope of Work. Where modifications are made the proposer must clearly define why the change is necessary, the benefits of the change and any gaps or issues that Sherwood should be aware of as a result of the change. Specific items to consider addressing include:
 - Articulate understanding of the Project and requested tasks and activities based on existing information.
 - Discuss the approach Proposer will take to perform the tasks and activities identified in the Scope of Work.
 - Detail how Proposer will meet the timelines identified in the Proposed Schedule.
 - Discuss how Proposer would ensure key stakeholders are engaged in the Project.
2. Identify Proposer's specific team members and resources assigned to each task and activity of the RFP.
3. Describe Proposer's approach to unanticipated issues that may arise during the Project.
4. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
5. Describe Proposer's approach and abilities to interact and engage stakeholders.
6. Identify and describe the deliverables that will result from each task and activity.
7. Identify key points of input and review with City staff.
8. Describe how the project will address American with Disabilities (ADA) capabilities.

Proposer Experience (4 pages or less)

Proposals shall provide a brief work history of consultant's projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies or projects with very similar scopes of work where possible. The Proposal should include the following:

1. Describe the consultant's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Provide at least four (4) examples of relevant projects completed by Proposer that demonstrate Proposer's experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date. The projects selected should have a relative scope and scale as compared with the proposed Project and have been delivered on time and on budget.

- Include the public/private agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
- Identify what role, if any, each team member who is proposed for this City Project (see Key Personnel, below) played in each listed project.
- Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.
- Provide contact information for reference check associated with each completed projects.
- Provide URL's of sites that were created, where possible.

Key Personnel (4 pages or less)

Proposals shall identify key personnel who will lead and participate in the process, including the nature and level of involvement, and include an organizational structure of Proposer's team that will participate in the process. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, and key supporting personnel to be assigned to this Project.
2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel to be assigned to this Project. Full resumes may be added as an appendix.
3. Identify the Project roles and responsibilities of all key personnel.
4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
5. Describe the extent of principal and project manager involvement.
6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
7. Estimate the percentage of time each listed key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.
8. Provide the hourly rates for the identified personnel.

Company Overview (2 pages or less)

Identify the location of the firm, including the principal(s), satellite, and sub-consultant offices that would be responsible for providing services to the City of Sherwood. Provide a description of the overall capabilities of each office as it relates to this RFP.

Timeline (2 pages or less)

Propose a schedule, showing tasks and timeframes required to complete the requested Scope of Work. The deadline for completion of phase 1 is no later than June 30, 2024 and phase 2 is December 30, 2024.

Cost (2 pages or less)

Provide a detailed cost proposal to setup, configure and implement the functionality outlined in this Statement of Work. The cost proposal should be comprehensive and include all costs, including consultant hourly fees, mileage, licensing and support costs to complete phase one and phase two. The total cost for completing each phase should be broken out in submitted proposals. Additionally, hourly costs for additional work done outside of the scope of this RFP by role should be included as an exhibit.

Professional Services

A copy of the City's standard Professional Services Agreement (also described in this RFP as a "contract") is attached as Attachment A. Each Proposer must review this contract carefully and note any proposed exceptions or modifications to the contract language or requirements as part of the Proposer's submittal. Only those proposed exceptions or modifications noted as part of the Proposer's submittal will be considered at the time of contract award. If no proposed exceptions or modifications are noted, the City will presume the Proposer accepts all terms of the contract as presented.

Project Schedule

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

Supporting Information

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: "There is no additional information we wish to present."

PROPOSAL SUBMISSION

Proposers shall submit five (5) copies of their written Proposals, sealed in an opaque envelope, plainly marked "Request for Proposals – Citizen Engagement Platform" and include the name and address of the Proposer. Proposers shall also submit one (1) digital, electronic version on a CD or flash drive. Proposals shall be addressed and submitted to the following location by December 1, 2023, at 1:00 p.m., Pacific Time.

City of Sherwood
Attn: Brad Crawford, IT Director
22560 SW Pine St. Sherwood, OR 97140

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

Proposals are prepared at the sole expense of Proposer, and the City will not reimburse any costs incurred by Proposer in the preparation, delivery, or presentation of the Proposal.

Proposal Evaluation and Selection

All written Proposals must be received at Sherwood City Hall, Attn: Brad Crawford, by the Submittal Deadline in order to be reviewed by a City staff evaluation team. Each evaluation team member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP. Following the evaluation of each Proposal, the evaluation team will meet to compare rankings. At any point during the evaluation process, the City reserves the right to seek clarification of any or all Proposals.

Written Evaluation

Based on his or her evaluation, each member of the evaluation team will score each Proposal according to the following weighted scoring criteria. Each member will rank, in descending order, each Proposal by total score.

Evaluation Criteria	Max Score (points)
Requirements	5
Were submittal requirements followed?	
Proposed Solution	45
Capabilities of the proposed platform, how can it grow with future needs, is it adaptable, and utilize modern technologies. How does it address accessibility and digital equity.	
What is the depth of the citizen engagement capabilities being proposed. Does the proposal include rich interactions with citizens	
How easy is it for staff to utilize this platform, can content quickly be created and published through multiple channels (web, social, mobile, notification, etc.)	
How complex is the platform to support and maintain. What administrative and IT tasks are needed to be done to optimally operate the site.	
Consultant Qualifications	15
Prior project related experience, educational and professional record, work products, and training of the consultant team members.	
Project Approach	10
Quality, detail, and creativity of Proposal and tasks identified in the Scope of Work and likelihood of achieving objectives within Proposed Schedule.	
Cost-Effectiveness	25
An appropriate and reasonable cost to complete the Statement of Work, along with support, maintenance and licensing costs. Costs for additional work to enhance the functions of the Statement of Work and hourly costs for ongoing consulting will also be evaluated.	
Total Maximum Score	100 points

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process. References will not be scored but will be considered and may be a deciding factor.

Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview and high level demo of the finalists proposed solution. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking. The number of finalists will be determined by the evaluation team. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the evaluation team to ask additional questions related to the Proposal and the Scope of Work. At the interview finalists should plan to give a high-level demonstration of the capabilities of their proposed solution showing key functions outlined in the Statement of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the evaluation team will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interviewed finalist by total score.

Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the evaluation team, based on both written and interview evaluations, will be identified as the Successful Proposer. If interviews are conducted, the Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the evaluation team, will be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship. The City also reserves the right to reject all Proposals.

The evaluation team will determine the final ranking of Proposers, and the evaluation team's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer.

The City reserves the right to award a single or multiple contracts, as deemed in the best interest of the City, and to negotiate the final contract(s) that is in the best interest of the City. The Scope of Work and Project schedule may be refined, adjusted, or finalized in consultation with the Successful Proposer. With regard to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals	October 25, 2023
RFP Question Submission Deadline	November 10, 2023, 12:00 p.m.
Addenda Issuance Deadline	November 15, 2023
Proposals Due	December 1, 2023, 1:00 p.m.
Possible Interviews Scheduled	Week of December 11, 2023
Selection Process	Week of December 18, 2023
Notice of Award	December 2023
City Council Consideration	January 2024
Project Completion 2024 (Phase 2)	June 2024 (Phase 1) & December

Project Lead and RFP Questions

The City's Project Lead shall be the sole point of contact for all questions or concerns. The Project Lead for this Project is:

Brad Crawford, IT Director
503-625-4203
22560 SW Pine St.
Sherwood OR 97140 crawfordb@sherwoodoregon.gov

Proposers who request clarification of the RFP requirements may submit written questions via email to the City's Project Lead. All questions shall include "Citizen Engagement Platform – RFP Questions" in the subject line and be submitted in writing by 12:00 p.m., Pacific Time, on November 10, 2023.

The City reserves the right to refrain from answering any questions for any reason. However, if the City chooses to answer a question submitted by a Proposer, a copy of the question and answer will be posted to the City's website and emailed to the inquiring Proposer(s) on or before Wednesday, November 15, 2023.

Proposers are hereby notified that any verbal communication will be considered unofficial and non-binding by the City, and may not be relied upon as official communication concerning this

RFP. Only answers to those questions responded to by the Project Lead via email or by written addendum may be relied upon.

For the sake of fairness, and to avoid the appearance of undue influence, Proposers are not to contact any City staff, City official, or Committee member other than the Project Lead concerning this RFP. Contact with any other City staff, City official, or Committee member concerning this RFP will be grounds for disqualification.

General RFP Information

Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be published on the City's website RFP section at <https://www.sherwoodoregon.gov/bids>.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than November 15, 2023, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.

2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable, in whole or in part, by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be worded so as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period

Attachment A Business Processes

For reference the attached spreadsheet is a listing of business processes that the City would like integrated into the new site. Consultants should utilize this list to help, understand current needs, site configuration, and selecting appropriate third-party plugins. While many of these processes are fairly simple, we'd expect some additional scoping is needed in order for consultants to provide a firm cost estimates. For this reason, the city is only asking for proposals to include estimates on hours and cost to complete the business processes included on the spreadsheet. The one exception to this is the two processes outlined below where the City is seeking a firm cost to be included with consultants proposal.

Agenda Forecast and Meeting Management

This business process aims is to streamline the submission and approval of agenda items for public meetings (City Council and Board and Commission) by staff. Currently for an item to be placed on a City Council agenda staff need to first place the item into a forecast document and define it's location in an agenda. The locations include Consent, Presentation, New Business, or Public Hearing. Additionally, an agenda item can be placed as a Work Session or Executive session item that typically occur before or at the end of a Council meeting. Prior to the actual meeting the City Manager and Mayor review the forecast and if approved the forecast for that meeting becomes the actual agenda. This forecast document must be able to be saved to a format suitable for printing.

Once the forecast is approved we'd like to have a workflow create the actual agenda, create the meeting on the website and notify anyone from the public who had subscribed to agenda notifications. We'd anticipate that there would be a specific content type for meetings within the system as there is various other content would be attached to that meeting. This includes attachments for the agenda packet and meeting minutes, links to other internal and external content, and embedded video (YouTube primarily) of the actual meeting.

Code Compliance Complaints

This is a simple request form for an individual to submit a potential code compliance violation. Once submitted any communication between the Code Compliance Officer and submitter should be done through the site so a complete record is maintained. As work is done there should be stages the complaint goes through such as Complaint Received, Need More Information, Investigating, and Closed. The submitter should be notified of these stage changes. This history of this complaint should be maintained on the site and the submitter should be able to login to the customer portal and view the history of this request.

Department	Business Process	Process Description	Hours	Est. Cost
Building	Code Compliance Complaints	Request and tracking form for complaints	Include with proposal	
Building	Business Licensing	Business license and registration application		
Planning	Tree Permit	Form for applying for a permit and approval workflow		
Planning	Home Occupation Permit	Form for applying for a permit and approval workflow		
Planning	Sign Permit	Form for applying for a permit and approval workflow		
Planning	Outdoor Seating Permit	Form for applying for a permit and approval workflow		
Engineering	Right of Way Permit	Form for applying for a permit and approval workflow		
Engineering	Utility License	Form for applying for a permit and approval workflow		
Engineering	RFP/Procurement	Bid management application		
Engineering	Asbuilt Requests	Form for information request		
Library	Patron Collection Suggestions	Form for information request/submission		
Library	Tech Help Appointments	Scheduling application		
Library	Proctoring Requests	Support Request		
Library	3d Printing Requests	Support Request		
Library	Program Proposals	Form for information request/submission		
Library	General Reference Questions	Form for information request		
Library	Performer contracts and invoices	Form and workflow for contracts and payment		
Library	Room Reservations	Scheduling application		
Administration	Agenda Forecast	Form and workflow for submitting agenda items for future public meetings	Include with proposal	
Administration	Meeting Management	Workflow to take agenda forecast items create meetings and agendas	Include with proposal	
Administration	Board and Commission Appointments	Form and workflow to apply for B/C positions, workflow to track assignments and terms		
Police	Ride Along Request	Support Request		
Police	Finger Printing Request	Support Request		
Police	Police Report Request	Form for information request		
Police	Complaint Form	Form for information request/submission		
Police	Calls for Service Map	Mapping application to		
Senior Center	Registration Form - Participation			
Senior Center	DHS Form - Nutrition			
Senior Center	Pearls Mental Health Form			
Senior Center	Rental Forms			
Senior Center	Trip Scheduling Form	Scheduling application		

Attachment B
Sample Professional Services Agreement



Home of the Tualatin River National Wildlife Refuge

CITY OF SHERWOOD
Information Technology Department
 22560 SW Pine St.
 Sherwood, OR 97140
 503-625-4203

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME: _____

CONTRACT PARTIES: **City of Sherwood** and _____ [hereafter called Consultant]
 [hereafter called City]

C.O.S. PROJECT MANAGER: _____

ACCOUNT #: _____	FUND #: _____	DEPT: _____	JOB #: _____
VENDOR #: _____	URA RES: _____	PHASE: _____	

SCOPE of WORK: Attached as Exhibit A **FEE SCHEDULE:** Attached as Exhibit B

SCHEDULE of WORK: effective date: _____ expiration date: _____

PAYMENT: City agrees to pay Consultant based on the Fee Schedule an amount not to exceed \$ _____ for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount, are are not required for this Contract.

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM:	LIC #:
ADDRESS:	
VOICE:	FAX:
CONTACT:	TITLE:

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT: _____ signature _____ date _____

CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)

PROJECT MANAGER: _____ signature _____ date _____

DEPARTMENT DIRECTOR: _____ signature _____ date _____

FINANCE DIRECTOR: _____ signature _____ date _____

CITY MANAGER: _____ signature _____ date _____

CITY ATTORNEY: _____ signature _____ date _____
Approved as to Form:

STANDARD CONTRACT PROVISIONS

(These provisions not to be altered without approval of the City Attorney.)

1. Access to Records

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Payments

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Consultant or shall notify Consultant in writing of any dispute with regard to such invoice.

5. Early Termination of Contract

- (a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.
 - (4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.
- (d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract,

Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. Remedies

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work itself, by contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Contract. Consultant represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by City will not operate as a waiver or release.

Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Consultant's activities are deemed to include those of subcontractors. The City may, at any time at its election assume its own defense and settlement in the event that it determines that Consultant is not adequately defending the City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the City to do so. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

This section will survive the termination or revocation of this Contract, regardless of cause.

11. Insurance

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the City. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the City, upon the accepted completion of the Contract by the City, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law; Forum

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

19. Amendments

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant.

20. License

Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Information Technology

If Consultant access to City's information technology systems is necessary for the performance of this Contract:

- (a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
- (b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
- (c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
- (d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.

26. Notice

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Consultant under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of

delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. **Miscellaneous Terms**

- (a) Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
 - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As required by ORS 279B.235:
 - i. Consultant's employees shall be paid at least time and a half for all overtime worked, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - ii. Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant'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. Consultant's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.
 - iii. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Consultant 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.

[SIGNATURES ON COVER PAGE TO CONTRACT]

APPENDIX C SIGNATURE PAGE

[Fill out and submit this page with your Proposal]

This page must be signed with the full name and address of the Proposer submitting the response; if a partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The undersigned verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that information provided in response to this Request for Proposal is accurate.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this proposal.

Resident Proposer as defined in ORS 279A.120(1)?*	<input type="checkbox"/> YES / <input type="checkbox"/> NO
Proposers certify non-discrimination in accordance with ORS 279A.110(4)	<input type="checkbox"/> YES / <input type="checkbox"/> NO
If awarded a contract pursuant to this solicitation, will Proposer participate in Intergovernmental Permissive Cooperative Purchasing (extend the terms, conditions and prices of such contract to other public agencies)? If no, please explain on a separate piece of paper.	<input type="checkbox"/> YES / <input type="checkbox"/> NO

Proposer hereby makes this proposal to furnish goods and/or services at the price(s) indicated herein in fulfillment of the requirements and specifications of the City as stated in the Request for Proposal.

Signature of Authorized Official

Date

Printed Name

Telephone Number

Title

E-mail Address

Firm Name

Address

City, State, Zip Code

*"Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

APPENDIX D
ATTESTATION OF COMPLIANCE WITH TAX LAWS

[Complete and submit this page with your Proposal]

I, _____, representing _____ (Bidder/Proposer)
(Insert printed name) (Insert name of Firm)

hereby attest that:

1. I am an authorized agent of Bidder/Proposer, and I have full authority from Bidder/Proposer to submit this attestation and accept the responsibilities stated herein.
2. I have knowledge regarding payment of taxes of Bidder/Proposer, and to the best of my knowledge, Bidder/Proposer is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Bidder/Proposer shall provide written notice to City within two business days of any change to its compliance with tax laws.

Authorized Agent Signature

Date

Title