



Home of the Tualatin River National Wildlife Refuge

Request for Proposals Master Planning for Murdock Park

Address Proposals to: Craig Sheldon, Public Works Director

Proposals due: October 30, 2023

Proposals must be sealed in an opaque envelope, plainly marked as follows: **Master Planning for Murdock Park**

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

Proposers must submit one (1) hard copy set of the Proposal and one (1) digital, electronic-file version on a flash “thumb” drive in Microsoft compatible or Adobe PDF format.

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

Table of Contents

SECTION 1.....	1
INTRODUCTION	1
SECTION 2.....	1
AGENCY OVERVIEW	1
SECTION 3.....	1
SUBMISSION OF PROPOSALS	1
SECTION 4.....	3
GENERAL RFP INFORMATION	3
SECTION 5.....	6
ANTICIPATED SOLICITATION SCHEDULE.....	6
SECTION 6.....	6
PROPOSAL CONTENT AND FORMAT	6
SECTION 7.....	7
DESCRIPTION OF SERVICES AND SCOPE OF WORK.....	7
SECTION 8.....	9
PROPOSAL EVALUATION PROCEDURES	9
SECTION 9.....	11
OTHER INFORMATION AND REQUIREMENTS.....	11
APPENDIX A	13
SAMPLE CONTRACT	13
APPENDIX B	19
SIGNATURE PAGE.....	19
APPENDIX C.....	20
ATTESTATION OF COMPLIANCE WITH TAX LAWS	20

REQUEST FOR PROPOSALS
Master Planning of Murdock Park
City of Sherwood

The City of Sherwood, Oregon ("City") is requesting proposals to select a qualified consultant to assist the City with the master planning of Murdock Park. Proposers are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this Request for Proposals (RFP). Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-048-0220. This Project does not involve federal funds at this time.

The complete Request for Proposals is on file with, and may be obtained from the City's website: <https://www.sherwoodoregon.gov/bids>

Sealed Proposals will be accepted until 2:00 PM on October 30, 2023. Facsimile or electronically transmitted proposals will not be accepted. Late proposals will be rejected and returned to the submitter. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

The City of Sherwood reserves the right to (1) reject any or all proposals not in compliance with public contracting procedures; (2) postpone award of the contract for a period not to exceed 180 days from the date of proposal opening; (3) waive informalities in the proposals; and (4) select the proposal that appears to be in the best interest of the City.

PUBLISHED: Daily Journal of Commerce
DATES: October 13th and October 16th 2023

SECTION 1 INTRODUCTION

The City of Sherwood invites landscape architectural or park planning teams to submit a response to the Request for Proposals (RFP) for the master planning of Murdock Park (the Park) located at 22965 SW Upper Roy Street, Sherwood, OR 97140.

The Park features a playground, flexible use lawn area, natural area, multi-use walkways, covered picnic shelter, benches, picnic tables. The park also has a stormwater retention pond with natural elements and an observation deck.

SECTION 2 AGENCY OVERVIEW

The City of Sherwood, with a current population of 20,496 is governed by the mayor and six-member City Council, all of whom are elected officials serving in unpaid voluntary positions. The Council conducts all legislative business of the City and is responsible for setting City policy and holding public hearings on certain issues required by law. The City of Sherwood employs a City Manager who is delegated responsibility for the administration of the City by the City Charter.

SECTION 3 SUBMISSION OF PROPOSALS

One (1) hard copy and one (1) electronic version on a flash drive in Microsoft compatible or Adobe PDF format must be submitted in a sealed, opaque envelope plainly marked with the Solicitation Name. Proposals will be accepted by mail or personal delivery only to the Project Manager.

Proposers that intend to submit a Proposal should notify Craig Sheldon at sheldonc@sherwoodoregon.gov via email to request to be added to the "RFP holders" list. Individuals on this list will be notified of any addenda to the RFP.

Submissions must be legible and comply in all regards with the requirements of this solicitation. All proposals must be signed by a principal of the submitting firm. **All submissions must be physically received by the Project Manager as indicated above prior to the proposal due date specified in Section 5. Misdelayed, late, faxed, and electronically submitted proposals will be considered non-responsive, with no exceptions.** Proposers mailing a proposal should allow normal mail delivery time to ensure timely receipt of their proposals. Proposals will be opened and read immediately after the proposal deadline at the location specified in Section 5. **Any proposal received after the scheduled closing time for receipt of proposals will not be considered for award of contract and will be returned.** No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified. The contents of the proposals responding to the request for proposals shall be confidential until the deadline for submission of proposals. All proposals will become part of the City's official files without obligation.

Proposer Certifications and Acknowledgements. By the act of submitting a proposal in response to this RFP, the proposer certifies that:

1. Proposer has carefully examined all RFP documents, all attachments, and all addenda (if any), fully understands the RFP intent, is able to perform all tasks as described in the RFP, and its proposal is made in accordance therewith.
2. The proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the proposal.
3. The proposer will fully meet all of the City minimum insurance requirements (see Appendix A).
4. To the best of proposer's knowledge and belief, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that, no elected official, employee, or person whose salary is payable, in whole or 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 proposal.
5. The proposer has examined all parts (including addenda) of the RFP, including all requirements and contract terms and conditions thereof, and if its proposal is accepted, the proposer shall accept contract documents conforming thereto.
6. The 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.
7. The proposer has quality experience providing the types of services and duties as described within this RFP.
8. The proposer shall also certify whether the proposer is an Oregon Proposer or a non-resident Proposer.

The proposer acknowledges that, if selected as the successful proposer, the provision of services described this RFP is contingent upon successful negotiation of a limited-duration contract with the City of Sherwood.

Modification. Any proposer may modify its proposal at any time, in writing, prior to the scheduled closing time for receipt of proposals, provided such modification is received prior to the closing time. Any modification must include a statement that the modification amends and supersedes the prior offer and shall be marked with the Solicitation Name and "Proposal Modification."

If the modification concerns the price or terms, the amount of change shall be shown in such a manner as to allow the City to clearly understand the price or terms. For example,

“Total price in the sealed document is amended by reducing the contract price by \$5,000.” Any ambiguity, should it occur, will be viewed in terms most favorable to the City.

Withdrawal. Proposals may be withdrawn upon written request received from the proposer prior to the time fixed for opening. A proposal may also be withdrawn in person prior to the opening, upon satisfactory presentation of appropriate identification and evidence of authority. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Withdrawn proposals may be resubmitted prior to the date and time the proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal. The proposal, including proposed prices, terms, and conditions, after opening, will be irrevocable until such time as:

- The City specifically rejects the proposal, or;
- The City awards a contract and said contract is properly executed, or;
- 180 days have lapsed from the proposal closing date and the City has not let a contract.

SECTION 4 GENERAL RFP INFORMATION

Solicitation Name and Project Manager

Solicitation Name: Master Planning of Murdock Park

Project Manager: Craig Sheldon

Proposer Questions. All inquiries, whether relating to the proposal process, administration, deadlines, award, or technical aspects of the contract must be **in writing** via email to Craig Sheldon at SheldonC@SherwoodOregon.gov.

All questions must be received no later than the Questions Deadline specified in Section 5. Questions and answers will be provided by email to all prospective proposers on the RFP holders list. Questions submitted after the deadline will not be addressed. When appropriate, substantive questions and answers requiring revisions, substitutions, or clarifications of the Request for Proposals will be issued as an official addendum as provided below.

For the sake of fairness, Proposers are not to contact any City staff or official, other than the Project Manager, concerning this RFP. Contact with any other City staff or officials concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning the RFP. Only answers to those questions responded to by the Project Manager in writing may be relied upon.

Interpretations. No oral interpretations shall be made to any prospective proposer as to the meaning of any of the RFP or contract documents or be effective to modify any of the provisions of the RFP or contract documents.

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.

Solicitation Protests. Prospective proposers who believe that this procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name, may submit a solicitation protest. **All protests must be in writing, must include the Solicitation Name and “Solicitation Protest” written on the front of the envelope, and be either mailed or hand-delivered to the Project Manager at the address stated above and received no later than the RFP Protests/Change Requests deadline specified in Section 5.** Any such protest must include the information required by ORS 279B.405(4) and a statement of the desired change(s) to the procurement process or solicitation document(s) that the prospective proposer believes will remedy the conditions upon which the protest is based. The City will not consider any solicitation protest submitted after the deadline or any protest that does not include the required information. The City will review the protest and respond in writing in accordance with ORS 279B.405. If the City determines it is necessary in order to consider and respond to a protest, the City may extend closing. If the City upholds a protest, in whole, or in part, the City may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a proposer must file a written protest with the City and exhaust all administrative remedies.

Addenda. The City reserves the right to make changes to the Request for Proposals by written addenda prior to the closing time and date. Changes or clarifications will be transmitted to prospective proposers on the RFP holders list electronically via e-mail. All addenda shall have the same binding effect as though contained in the main body of the RFP documents. No addenda will be issued later than the Addenda Issuance Deadline specified in Section 5, except by an addendum, if necessary, postponing the closing date or canceling the RFP altogether. Each proposer is responsible for obtaining all addenda prior to submitting a proposal. Proposers must acknowledge receipt of the addenda by signing, dating, and returning a copy of the addenda with the proposal prior to proposal closing. Any proposal submitted without the required addenda attached, signed, and dated will be considered non-responsive and will not be considered for contract award. The City is not responsible for a proposer’s failure to receive notice of addenda. Any change or modification to the Request for Proposals will be binding on the City only if it is in the form of written addenda issued by the City.

Intent to Award and Contract Award Protests. The City anticipates issuing notice of intent to award via e-mail by the date specified in Section 5. Any proposer believing itself to have been adversely affected or aggrieved by the selection of the successful proposer may

protest the notice of intent to award pursuant to ORS 279B.410. **All protests must be in writing and either mailed or hand-delivered to the Project Manager and received no later than seven (7) calendar days after the date the Notice of Intent to Award was issued**, unless otherwise provided in the Notice of Intent to Award. Protests must include the Solicitation Name and “Award Protest” written on the front of the envelope. A protest must specify the grounds for the protest, include evidence or supporting documentation, and specify the relief sought. The City shall not consider any written protest not received by the deadline or which does not contain the required information. The City will issue a written disposition of the protest in a timely manner in accordance with ORS 279B.410. If the City upholds the protest, in whole, or in part, the City may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a proposer must file a written protest with the City and exhaust all administrative remedies.

Award of Contract. Award of the contract by City will be to the responsible proposer whose proposal the City determines is the most advantageous to the City based on the evaluation process and evaluation factors described herein and applicable preferences described in ORS 279A.120 and 279A.125. No significant deviation from the terms contained herein is acceptable. The contract will be awarded according to the anticipated solicitation schedule set forth herein or within one-hundred eighty (180) calendar days of proposal closing.

Tie. In case of a tie, the City will decide the matter on its own with a coin toss.

Confidentiality and Public Records. All information submitted by a Proposer shall become and remain the property of the City and is considered public information and subject to disclosure pursuant to the Oregon Public Records Law, except such portions of the Proposal which are exempt from disclosure consistent with Oregon law. If a Proposal contains any information that the Proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the Proposer must clearly designate each such portion of its Proposal as exempt, along with a justification and citation to the authority relied upon. Identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the Proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City may publish of its own accord, and 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. However, if a public records request is made for material marked by the Proposer as exempt, the City will attempt to notify the impacted Proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted.

Cooperative Procurement. This RFP and the resulting contract is subject to cooperative purchasing by other government entities, as provided by ORS 279A.210. By submitting a proposal, the successful proposer agrees that other public agencies may establish

contracts or price agreements directly with the selected proposer under the terms, conditions, and prices of the resulting contract.

SECTION 5 ANTICIPATED SOLICITATION SCHEDULE

The following is the anticipated timeline for receiving and evaluating proposals and awarding a contract to the most qualified proposer. The City reserves the right to modify this schedule at the City's discretion by written addendum.

Advertise Request for Proposals	October 13 th and October 16 th in DJC
RFP Protests/Change	October 20, 2023 at 5:00 PM
Request/Questions Deadline	October 24, 2023 at 3:00 PM
Proposals Due	October 30, 2023 at 2:00 PM (PST)
Proposal Review and Scoring	October 30 th to November 6 th , 2023
Interview Schedule (if applicable)	November 13 th to November 15 th , 2023
Notice of Intent to Award Issued	November 20, 2023
End of Contract Award Protest Period	November 27, 2023
City Council Resolution to Award	December 5, 2023
Notice to Proceed Issued	January 2024

SECTION 6 PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in review of the written proposals, proposers are required to prepare their proposals in the standard format specified below.

1. Formatting

Proposals must be typewritten with a standard body text font of at least 10-point.

2. Title Page

Proposer must identify the Solicitation Name, name and title of the proposer's designated contact person, address, telephone number, fax number, e-mail address, and date of submission.

3. Transmittal Letter

The transmittal letter must be not more than two (2) pages long and must include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services described and otherwise comply with all requirements set forth in this RFP; and
- c. The names of persons authorized to represent the proposer, and their titles, addresses, and telephone numbers (if different from the individual who signs the transmittal letter).

4. Table of Contents

The table of contents must include a clear and complete identification by section and page number of the materials submitted.

5. Proposal

Include proposed project approach, project schedule, and costs based on scope of work by task. If modifications are proposed, please provide separate costs for modified scope of work. The total number of pages for the proposal in its entirety shall not exceed 15 pages.

6. Proposer Qualifications/Experience

A statement of qualifications of the proposer and a description of the proposer's history and financial capability is required.

The proposal must address the experience of the proposing agency and its staff as it relates to these types of services. Each proposer shall provide a short narrative statement on their ability and capacity to supply the services and material specified. It must also address the experience of individual staff member(s) who will be assigned to manage the contract and provide services under the contract. If any sub-contractors will be used, they must be disclosed, and you must include a description of their qualifications.

SECTION 7 DESCRIPTION OF SERVICES AND SCOPE OF WORK

The Park features a playground, flexible use lawn area, natural area, multi-use walkways, covered picnic shelter, benches, picnic tables. The park also has a stormwater retention pond with natural elements and an observation deck.

The Project

The proposed project entails the development of a master plan for an existing park site. At a minimum, the project should include the following:

- Review of the City's General Plan and Development Code and other related documents
- Community input from current users and stakeholders
- Site survey
- Location of utility connections for future park development
- Preparation of opportunities and constraints map of the site
- Preparation of preliminary conceptual design alternatives for the site
- Preparation of Master Plan and report identifying the preferred conceptual design, and the recreational amenities planned for the site including the location and configuration of all site elements.
- Preparation of a cost estimate for the preliminary conceptual design alternatives and for the preferred conceptual design.

Scope of Work

The scope of work outlined below is to be used as a general guide and is not intended to be a complete list of tasks necessary to complete the project.

Project initiation:

- Meet with City staff on project intent and planning process.
- Review and analyze existing site conditions.
- Review and evaluate options for site elements.

Deliverables: Final Scope of Services and Project Schedule

- Conceptual design
- Refine conceptual design for the site elements.
- Prepare dimensioned site plans, elevations, and colored renderings to be used for final approvals and as a basis for preparation of construction documents.

Deliverables: Final Conceptual Design and Construction Cost Estimates

- Environmental review
- Prepare any necessary findings and resolution for certification of environmental document.
- Prepare environmental documents for public noticing and filing.

Presentations and meetings:

- Develop agenda(s) and desired meeting outcomes, prepare all materials for display and handouts, attend stakeholder meetings, and document outcome results from meeting and distribute findings.
- Attend one (1) City Council work session for project kick off to get input.
- Attend a minimum of five (5) meetings with staff to review and discuss design.

- Attend a minimum of three (3) community meetings, (3) Parks Board meetings to discuss design proposals and receive public input.
- Prepare and present two (2) PowerPoint presentations to City Council.
- May require additional presentations to policy bodies.

The final scope of work will be developed in collaboration with the selected Proposer as the first phase of the negotiated contract. Funding for future improvements developed through the master planning process are on the City's Capital Improvement Project (CIP) unfunded list. Should the City decide to move forward with future phases of this project, the City will, in its sole and absolute discretion, extend the contract with the successful Proposer.

SECTION 8 PROPOSAL EVALUATION PROCEDURES

Minimum Qualifications. Proposers must meet or exceed the following criteria:

- Proposer must be legally capable of operating within the State of Oregon.
- Proposer must provide no fewer than three references from accounts where Proposer is currently or has previously provided similar services.

Evaluation Criteria and Process. Each proposal will be checked for the presence or absence of the required proposal contents.

Those proposals which meet the mandatory requirements will be evaluated on both their technical and fee aspects. The City will evaluate the proposals on a 100-point scale using the criteria set forth below. Award, if made, will be to the highest-scored proposal.

Evaluation Factor	Maximum Points
Demonstrates a thorough understanding of project purpose, objectives, scope and timeline.	20
Demonstrates design excellence and understanding of public parks and open space.	20
Qualifications of key personnel and project team.	15
Experience with projects of similar scale and scope	15
Demonstrates experience conducting successful community engagement and gathering input	10
Evaluation, understanding of the City's budget and current approach	10
Overall quality content and responsiveness to RFP requirements	10
Total Evaluation Points	100

Interview. The City reserves the right to interview any or all proposers at any point during the evaluation process, prior to awarding the contract. The interview evaluation process, if used, will provide an opportunity for proposers to make a presentation to clarify their proposals and for the City to ask additional questions related to the proposal. The City will notify the proposers to be interviewed of the interview evaluation time and location and allow for a reasonable period of time to prepare presentations. If an interview is scheduled, the selected proposers will be provided interview evaluation criteria with the notification of their selection, if additional criteria will be used separate from those set forth above.

Selection and Negotiation. The City reserves the right to negotiate modifications of proposals, and to negotiate specific elements within a proposal. After the City has selected a preferred proposer, it will proceed to negotiate a contract. An example of the City's standard contract is enclosed as Appendix A. The City reserves the right to negotiate a final contract that is in the best interest of the City. The City will attempt to reach a final agreement with the successful proposer but may, in its sole discretion, terminate negotiations and reject the proposal in the event additional information becomes available which affects the City's evaluation, or agreement on a final contract cannot be reached within a reasonable time, as determined by the City in its sole discretion. The City may then attempt to reach final agreement with the next 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 thereafter may begin the process over.

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 discretion, investigations of any proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such information, if requested by the City, become part of the public record and may be disclosed accordingly.

Rejection of Proposals. The City reserves the right to reject any or all proposals, or portions thereof. Proposals may be rejected for 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 any or all proposals upon a finding by the City that it is in the public interest to do so.

SECTION 9 OTHER INFORMATION AND REQUIREMENTS

Nondiscrimination. By the act of submitting a Proposal in response to this RFP, Proposer certifies, under penalty of perjury, that Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts. The successful Proposer agrees that, in performing the work called for by this proposal and in securing and supplying materials, Proposer will not discriminate against any person on the basis of race, color, religious, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry, or sexual preference unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental disability.

Employees and Officials Not to Benefit. No employee or elected official of the City of Sherwood shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

No material, labor, or facilities will be furnished by the City unless otherwise provided for in the RFP.

Proposal Costs. Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with responding to the RFP. 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's Reservation of Rights. The City reserves the right to waive minor irregularities or omissions in compliance with the requirements of this RFP to the extent the City determines it is in the best interest of the City to do so. The City also reserves the right to cancel this RFP at any time if it determines it is in the best interest of the City to do so. Proposers, therefore by proposing, agree that doing so is at their own risk and the City shall have no liability related thereto.

Legal Requirements. Selection of a proposer under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of

award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Sherwood.

The selected proposer shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all applicable state and federal wage and hour laws; (v) all regulations and administrative rules established pursuant to the foregoing laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposers will be subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Sherwood's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability, or political affiliation.

The City of Sherwood has a variety of ordinances and policies, which may or may not apply to a subsequent agreement, including, but not limited to, background checks of employees and licensing requirements. Application of these requirements will be determined based on the structure of any subsequent agreement.

APPENDIX A SAMPLE CONTRACT



Public Works Department
City of Sherwood
 15527 SW Willamette Street
 Sherwood, OR 97140
 503-625-6722

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME:			
CONTRACT PARTIES:		City of Sherwood [hereafter called City]	And [hereafter called Consultant]
C.O.S. PROJECT MANAGER:			
ACCOUNT #:	FUND #:	DEPT:	JOB #:
VENDOR #:	URA RES:	PHASE:	

SCOPE of WORK:	Attached as Exhibit A <input type="checkbox"/>	FEE SCHEDULE:	Attached as Exhibit B <input type="checkbox"/>
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:	FAX:
VOICE:	TITLE:
CONTACT:	

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
PUBLIC WORKS DIRECTOR:	_____	_____
	signature	date
CITY MANAGER:	_____	_____
	signature	date

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.

Professional Services Contract
Revised December 2020
Page 4 of 6

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 318.167.
- (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]

Professional Services Contract
Revised December 2020
Page 6 of 6

APPENDIX B 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 C
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