



REQUEST FOR PROPOSALS

ON CALL HEARINGS OFFICER SERVICES

ADVERTISEMENT DATE: August 10, 2018

Address Proposals to:

City of Sherwood
Attn: Erika Palmer/Planning Manager
22560 SW Pine Street
Sherwood, OR 97140

Proposals due: September 10, 2018 by 4:00 p.m.

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – Land Use Hearings Officer Services", and sent to the attention of Erika Palmer/Planning Manager. Include the name and address of the Proposer.

Proposers must submit four (4) hard copy sets of the Proposal and one (1) digital, electronic-file version on a compact disc (CD) or a flash "thumb" drive in Microsoft compatible or Adobe PDF format. Electronically mailed or faxed Proposals will not be accepted. The City of Sherwood reserves the right to reject any or all Proposals.

Table of Contents

Description	Page
I. PROJECT BACKGROUND	1
II. SUMMARY OF SERVICES	1
III. SHERWOOD OVERVIEW	1
IV. RFP DOCUMENTS	1
A. Proposal Format and Administrative Requirements	2
B. Organization Knowledge, Experience, and Qualifications	3
C. Compensation and Method of Payment	3
D. Signature Page and Attestation of Compliance with Tax Laws	4
V. PROPOSER'S SPECIAL INSTRUCTIONS	4
A. Pre-Qualification of Proposers	4
B. Pre-Proposal Conference	4
C. Procurement Method	4
D. Procurement Timeline	4
E. Page Limit	5
F. Proposal Submission	5
G. Submission Deadline	5
H. Modification or Withdrawal of Proposal by Proposer	5
I. Duration of Proposal	5
J. Questions, Interpretations, and Addenda	5
K. Change Requests and RFP Protests	6
L. Proposals Opening	7
M. Confidentiality and Public Records	7
N. Proposer Certifications and Acknowledgements	8
O. General RFP Information	9
VI. PROPOSAL EVALUATION & CONTRACT AWARD	10
A. Evaluation Committee	10
B. Written Evaluation	11
C. Interview Evaluation	11
D. Successful Proposer Determination	11
E. Investigation of References	12
F. Contract Award and Related Procedures	12
G. Local and Federal Requirements	13

APPENDIX A - Scope of Services

APPENDIX B - Minimum Insurance Requirements

APPENDIX C - Form of Contract

APPENDIX D - Signature Page

APPENDIX E - Attestation of Compliance with Tax Laws

REQUEST FOR PROPOSALS
City of Sherwood
On Call Hearings Officer Services

The City of Sherwood is seeking sealed proposals from qualified firms and individuals to provide On Call Hearings Officer Services (“Project”). Firms and individuals are invited to submit a proposal outlining their experience and qualifications in providing professional Hearings Officer services to conduct and administer quasi-judicial land use hearings under the Sherwood Zoning and Development Code and Oregon Revised Statutes. Firms and individuals who submit proposals will be screened and may be selected from the written proposals. The selection committee may also conduct interviews with the most qualified candidates, which will include an oral presentation by those candidates.

Sealed proposals will be accepted until 4:00 p.m. September 10, 2018, at 22560 SW Pine Street, Sherwood, Oregon 97140, Attention: Erika Palmer / Planning Manager. Facsimile and electronically-delivered proposals will not be accepted. Proposals will not be accepted after the stated opening date and time. Late proposals will be returned to the proposer unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

The complete Request for Proposals is on file with and may be obtained from Erika Palmer / Planning Manager, 22560 SW Pine Street, Sherwood, Oregon 97140, phone: (503) 625-4208 and email: palmere@sherwoodoregon.gov, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Proposers are required to certify non-discrimination in employment practices in accordance with ORS 279A.110(4), and identify resident status as defined in ORS 279A.120(1). Pre-qualification of Proposers is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes.

The City of Sherwood reserves the right to (1) reject any or all proposals not in compliance with public solicitation 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:	City of Sherwood Website
DATE:	August 10, 2018

REQUEST FOR PROPOSALS

I. Project Background

The City of Sherwood is requesting proposals from firms and individuals qualified to provide professional Hearings Officer services to conduct and administer quasi-judicial land use hearings under the Sherwood Zoning and Development Code and Oregon Revised Statutes. Firms and individuals who submit proposals will be screened and may be selected from the written proposals. The selection committee may also conduct interviews with the most qualified candidates, which will include an oral presentation by those candidates.

II. Summary of Services

The intent of this Request for Proposals (RFP) is to seek a qualified firm or individual to serve as the primary Hearings Officer for the City as well as a second individual or firm to serve in the capacity of an alternate Hearings Officer. The successful candidate and alternate will conduct hearings on quasi-judicial land use matters under the Sherwood Zoning and Development Code and Oregon Revised Statutes.

The complete scope of work for the services requested is described in Appendix A, attached.

III. Sherwood Overview

Sherwood is located in Washington County, Oregon, and is home to approximately 19,000 residents. Located in the southeast corner of the county, it is a largely residential community in the Tualatin Valley, southwest of Portland. Incorporated in 1893, Sherwood offers something for everyone. It has been nationally recognized as one of the "Best places to live in the nation" by CNN Money Magazine and "Best family towns" by Family Circle Magazine. It offers natural beauty at every turn, with things to do in and around town. The community is highly sought after for its great proximity to outdoor activities and the Portland urban area, thoughtfully planned residential communities, outstanding schools, and strong local economy.

IV. RFP Documents

The complete Request for Proposals is on file with and may be obtained from the Project Manager: Erika Palmer, Planning Manager, City of Sherwood, 22560 SW Pine Street, Sherwood, Oregon 97140, phone: (503) 625-4208, email: palmere@sherwoodoregon.gov, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Project Manager shall be the sole point of contact for all questions, concerns, and protests.

Proposals must address all submission requirements set forth in this RFP. Unless otherwise specified, no particular form is required. In an effort to promote greater use of recycled and environmentally preferred products and to minimize waste, the City encourages all proposals submitted in hard copy be prepared simply and economically. The use of special bindings, unnecessary colored displays and irrelevant promotional materials is neither required nor desired. Double-sided printing on recycled paper and/or the use of reusable products is encouraged.

A. Proposal Format and Administrative Requirements

Interested 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 must 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.

1. Proposal Format

- a. Proposals shall contain the heading "Request for Proposals – On Call Hearings Officer Services”;
- b. Proposals shall be typewritten, with a standard body text font (e.g., Arial, Calibri, Times New Roman, Garamond) of at least 12-point; and
- c. Proposals shall include an introductory letter and a table of contents that provides a clear identification of the written material by section and by page number.

2. Cover Page

Include a cover page signed by an authorized signer with the submitted proposal. Include the following information on the cover page:

- a. The RFP Title;
- b. The name, title, address, telephone number, facsimile number (if applicable), and e-mail address of Proposer's primary contact person; and
- c. The date of submission.

Proposers may include other information on the cover page in addition to the required information provided above, but must not omit any of the above information.

3. Table of Contents

Include a table of contents with the submitted proposal. All material items comprising the proposal must be clearly identified and easily located.

4. Introductory Letter

The introductory letter shall address the Proposer's understanding of the work to be accomplished, its willingness and commitment, if selected, to provide the services offered, a brief outline of Proposer's strengths in providing the required services, and a description of why Proposer believes it should be selected. The letter must also acknowledge agreement with stipulations and requirements of this RFP.

- a. The letter shall be addressed to the City's Project Manager and shall include the Proposer's name, as well as the printed name, title, telephone number, and email address of the officer authorized to represent Proposer in any correspondence, negotiations, and signing of any contract that may result.

- b. The letter shall include the address of the office that will be providing the service and the project manager's name, title, telephone number, and email address.
- c. Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included.
- d. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer authorized to bind the entity in contractual matters, and shall include a description of Proposer's current legal status (i.e., corporation, partnership, sole proprietor, joint venture, etc.).

B. Organization Knowledge, Experience, and Qualifications

Provide a comprehensive history of Proposer or Proposer's firm and its experience in providing Hearings Officer services and conducting hearings in quasi-judicial land use matters. Under this heading, include the following information:

1. General information about the individual or firm, including the total number of years in business, the general scope of services provided, the current number of employees, and principal areas of expertise.
2. Provide specific firm or individual qualifications to perform the duties of the Hearings Officer described in this RFP including available resources as well as recent, current and projected workload.
3. Discuss similar services and provide information on past performance as a hearings officer including ability to meet schedules, cost control, and contract administration.
4. Discuss the individual's/firm's familiarity with the Sherwood area.
5. Discuss avoidance of conflict of interest.
6. Provide evidence that the individual(s) who would act as Hearings Officers are members in good standing with Oregon State Bar.
7. Enclose a writing sample, brief or opinion that represents your skills in written communication.
8. Provide three (3) references that are able to offer a critique of your work performance in the capacity of a Hearings Officer and other similar duties.

C. Compensation and Method of Payment

Submit a cost proposal for the services described in the Scope of Work of this RFP.

D. Signature Page and Attestation of Compliance with Tax Laws

The Proposer must sign and submit the Signature Page (see Appendix D of this RFP) and the Attestation of Compliance with Tax Laws (see Appendix E). The submission and signing of the signature page indicates the intention of the Proposer to adhere to the provisions described in this RFP.

V. Proposer’s Special Instructions

A. Pre-Qualification of Proposers

Pre-qualification of proposers is not required for this procurement.

B. Pre-Proposal Conference

A pre-proposal conference will not be held in connection with this procurement.

C. Procurement Method

The City is conducting this RFP pursuant to ORS 279A.050 and Sherwood Municipal Code Chapter 1.10. The City seeks proposals that will enable the City to determine which individual or firm and solution will best meet the City’s needs. The City expects this RFP will result in a single contract with a single firm or individual for the services and equipment requested, and a second contract with a second single firm or individual to provide alternate/back-up services, but reserves the right to choose additional individuals or firms and contract structures if that is advantageous to the City. The required start date will be no later than September 1, 2018 but potentially earlier if agreed to by the City and the selected Proposer(s).

D. Procurement Timeline

The City reserves the right to modify this schedule at the City’s discretion. Proper notification of changes will be made to all interested parties.

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified organization.

Advertise Request for Proposals	Friday, August 10, 2018
RFP Protest/Change Request/Question Deadline	Friday, August 24, 2018
Addenda Issuance Deadline	Wednesday, August 29, 2018
Proposals Due	Monday, September 10, 2018, 4pm
Opening of Proposals	Tuesday, September 11, 2018, 3pm
Location of Proposal Opening	Sherwood City Hall 22560 SW Pine Street Sherwood, OR 97140
Interviews Scheduled (if applicable)	September 2018
Notice of Intent to Award	Monday, September 17, 2018
End of Contract Award Protest Period	Monday, September 28, 2018

E. Page Limit

There is a 20-page limit on proposals submitted in response to this procurement, not including exhibits and appendices.

F. Proposal Submission

Submissions in response to the RFP must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – On-Call Hearings Officer Services". Proposals shall contain four (4) hard copy sets and one (1) digital, electronic-file version on a compact disc (CD) or a flash "thumb" drive in Microsoft compatible or Adobe PDF format. The name and address of the Proposer must appear on the outside of the envelope. Proposals received after the designated time and date will be returned unopened. **The City does not accept any proposals delivered by e-mail or facsimile transmission.**

G. Submission Deadline

Sealed proposals are due no later than 4:00 p.m. September 10, 2018. Late, faxed or electronically transmitted 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.

H. Modification or Withdrawal of Proposal by Proposer

Any Proposer may modify its Proposal at any time, in writing, prior to the scheduled closing time for receipt of proposals, provided communication of such is received by the City prior to the closing time. Any modification of a proposal must include a statement that the modification amends and supersedes the prior offer. All such communication shall be so worded 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.

I. Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least one-hundred eighty (180) days from the submission deadline. Proposals shall not be subject to future price escalation or changes of terms during that period.

J. Questions, Interpretations, and Addenda

1. Questions

All questions regarding this project proposal must be must be directed to Erika Palmer, Planning Manager, at phone: (503) 625-4208, email: palmere@sherwoodoregon.gov and received by the deadline set forth herein. If necessary, the City will issue an addendum to all prospective Proposers that respond to questions regarding interpretations or clarifications, and will issue the addendum within a reasonable time prior to proposal closing, but in no case less than 72 hours

before the proposal closing. If an addendum is necessary after that time, the City will extend the closing date.

All questions shall include "On Call Hearings Officer Services – RFP Questions" in the subject line and must be submitted by the deadline set forth above. Questions and answers will be provided by email to all Proposers on the RFP holders list. Questions submitted after the deadline on August 24, 2018, will not be addressed.

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 City's Project Manager in writing may be relied upon.

2. Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email to all those who have obtained the RFP documents by contacting the Project Manager.

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 August 29, 2018, except by an addendum, if necessary, postponing the date for receipt of Proposals or canceling 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.

Response to this RFP indicates agreement by the proposer with all stipulations and requirements of this RFP and is subject to subsequent contract negotiation. It is the intention of the City of Sherwood to offer the successful Proposer, and alternate as applicable, a limited time 3-year contract.

K. RFP Protests

Ambiguities or problems with this RFP, its contract terms or specifications may be resolved by asking questions, seeking clarification, requesting changes, or filing a formal protest. Information provided below describes the appropriate process to pursue a protest, if the need arises.

A prospective Proposer may protest anything contained in the RFP documents and request a corresponding change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Sherwood
Attn: Erika Palmer, Planning Manager

22560 SW Pine Street
Sherwood, OR 97140

All change requests shall include "On Call Hearings Officer Services – RFP Protest" in the subject line or written on the front of the envelope and be submitted, in writing, by the deadline set forth above. 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.

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.

L. Proposals Opening

In accordance with ORS 279B.060 (6) (a), only the names of the proposers shall be disclosed at the opening.

M. 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 at the time of proposal submission, along with a justification and citation to the legal 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 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. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. 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.

N. Proposer Certifications and Acknowledgements

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that Proposer has carefully examined all RFP documents, all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Services (Appendix A), and its Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies as follows:

1. Proposer is familiar with Oregon laws, municipal government, and the local conditions under which the work will be performed.
2. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the Proposal.
3. Proposer will fully meet all of the City minimum insurance requirements (attached as Appendix B).
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. Proposer has examined all parts (including addenda) of the RFP, including all requirements and contract terms and conditions thereof (attached as Appendix C), and if its Proposal is accepted, Proposer shall accept contract documents conforming thereto.
6. 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. Proposer has quality experience providing the types of services and duties as described within the Scope of Services of this RFP.
8. Proposer shall also certify whether Proposer is an Oregon Proposer or a non-resident Proposer.

The Proposer must acknowledge in its response the following:

1. The Proposer agrees with all stipulations and requirements, as presented in this RFP.
2. The Proposer acknowledges that, if selected as the successful proposer, or alternate if applicable, the provision of the services described herein is contingent upon successful negotiation of a limited-duration three (3) year contract with the City of Sherwood.

O. General RFP Information

1. 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.

2. Competition

Prospective Proposers are encouraged to comment, in writing, on any specification or requirement within this RFP that the Proposer believes will inordinately limit competition. City will consider all Proposals equally and shall not favor any particular Proposer over another in analyzing the Proposals to encourage fair competition.

3. 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.

4. Rejection of Proposals

The City reserves the right to waive any or all irregularities in Proposals submitted in response to this RFP. 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 reasons including, but not limited to:

- a. Failure of the Proposer to adhere to one or more of the provisions established in the RFP;
- b. Failure of the Proposer to submit a Proposal in the format specified herein;
- c. Failure of the Proposer to submit a Proposal within the time requirements established herein;
- d. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process; and
- e. 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.

VI. Proposal Evaluation & Contract Award

A. Evaluation Committee

City will establish a Selection Review Committee to review and evaluate the Proposals received. Each committee member will evaluate each Proposal in accordance with the criteria stated below.

The Selection Review Committee may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and Proposer presentations, evaluate the Proposals, and lend expertise to the process as requested by the Selection Review Committee. However, any such person that is contacted by the Selection Review Committee for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFP process.

At any point during the evaluation process, the Selection Review Committee is permitted to seek clarification of any Proposal. 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 information, 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.

The Selection Review Committee reserves the right to reject any or all Proposals, or portions thereof, to negotiate modifications of Proposals, and to negotiate specific elements within a Proposal.

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

Committee members will evaluate proposals to determine which one best meets the needs of the City. Evaluation will be based on the following described criteria. Award will be made to the highest ranked proposer.

B. Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

Evaluation Factor	Maximum Points
Knowledge and experience	35
Practical experience participating in and overseeing cases and hearings as well as prior experience as hearings officer, arbitrator, mediator or judge.	15
Knowledge of municipal law, local government operations and regulations.	5
Decisions, opinions or brief that illustrates the proposer's writing skills.	10
Fees and cost structure	10
References	5
Experience with oral communication in a court or public hearing setting	20
Maximum Total Points	100

Each evaluation factor is assigned an amount of available points that reflects the evaluation factor's relative importance in the City's selection process.

C. Interview Evaluation

Finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process would provide an opportunity for Proposers to make a presentation to clarify their Proposals and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of Services. If applicable, 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.

If an interview is scheduled, the finalists will be provided interview evaluation criteria with the notification of their selection for an interview, if additional criteria will be used separate from those set forth above.

D. Successful Proposer Determination

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the successful Proposer, and an alternate if applicable, the City will issue a Notice of Intent to Award letter notifying all Proposers of the RFP process having concluded, the Selection Review Committee's selection of the successful Proposer, and alternate if applicable, and protest procedures.

After the Selection Review Committee has selected a preferred Proposer, and alternate if applicable, the City will negotiate a contract or contracts. The City reserves the right to negotiate final contract(s) that are in the best interest of the City. The City will attempt to reach final agreement with the successful Proposer, and alternate if applicable, but may, in its sole discretion, terminate negotiations and reject the Proposal(s) in the event additional information

becomes available which affects the Selection Review Committee's evaluation, or agreement on a final contract(s) cannot be reached within a reasonable time. The City may then attempt to reach final agreement(s) with the next ranked Proposer(s), and so on with the remaining Proposers, until agreement(s) are reached. In the alternative, the City may at any time elect to reject all Proposals and may begin the process over.

E. Investigation of References

The City may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. The City may request references in addition to those provided by the Proposer, may investigate any references whether or not furnished by the Proposer, and may investigate the past performance of any Proposer.

Reference checks may be done by any reasonable method, including in-person interview, telephone interview or written questionnaire. Reference checks will be used in and may affect the evaluation of the scored criteria.

F. Contract Award and Related Procedures

City intends to announce its intent to award prior to Contract award by letter or email to Proposers. The notice shall serve as notice to all Proposers that the City intends to negotiate and to make an award. The City generally issues a notice of intent to award in advance of the actual award of a contract procured through a request for proposal. The period between the publication of the intent to award and the award of the contract varies, but typically is about 14 days.

1. Award Protest

A Proposer believing itself to have been adversely affected or aggrieved by the selection of the Successful Proposer, and alternate if applicable, may submit a protest to the City in accordance with OAR 137-047-0740. The protest must be in writing and submitted to:

City of Sherwood
Attn: Erika Palmer, Planning Manager
22560 SW Pine Street
Sherwood, OR 97140
Email: palmere@sherwoodoregon.gov

Award protests shall include "On Call Hearings Officer Services - Award Protest" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. 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. After expiration of the seven (7) calendar-day intent-to-award protest period and resolution of all protests, City intends to proceed with negotiations and, where appropriate, the final award.

2. Form of Contract

A copy of the standard Professional Service contract, which the City expects the successful firm(s) or individual(s) to execute, is included as Appendix C. The contract will incorporate the terms and conditions from this RFP document and the submitted proposal. **Proposers taking exception to any of the contract terms or conditions must submit a request for a change to standard contract terms and conditions WITH THEIR PROPOSAL or the exceptions will be deemed waived.** The City Attorney will review all requests for changes and may or may not accept the requested exceptions.

The City will negotiate with the preferred Proposer, and alternate if applicable, to enter into a contract that is acceptable to both parties, based on the Proposal and the goals and objectives of the City. The contract will contain, among other provisions, the scope of services, the duration of the contract, insurance and indemnity requirements, and a variety of other legal provisions, including those required by public contracting laws.

City is not obligated because of the submission of a proposal to enter into a contract with any Proposer, and has no financial obligation to any Proposer arising from the RFP.

3. Insurance Certification

The apparent successful Proposer shall provide all required proofs of insurance to City within fourteen (14) calendar days of the issuance of the Notice of Intent to Award. Failure to present the required documents within the fourteen calendar-day period may result in proposal rejection or delay of award of contract. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to proposal submission.

G. Local and Federal Requirements

The City of Sherwood intends to select an organization in accordance with OAR 137-047-0255 and the City's public contracting rules. Selection of an organization 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(s) 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.

Proposer(s) are 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.

APPENDIX A

SCOPE OF SERVICES

The City is seeking proposals from qualified firms and individuals with demonstrated experience in providing on call hearings officer services. The following scope of work describes the services being requested by the City:

- Prepare for and conduct public land use hearings on matters requiring Type III land use review.
- Consider the information provided by Staff, the applicant and the public and render a written land use decision within 14 days of the close of the public record.
- Provide one electronic copy of the decision either signed or with authorization to apply an e-signature or signature stamp, to the City for proper distribution to the applicant and interested parties.

APPENDIX B

MINIMUM INSURANCE REQUIREMENTS

Indemnity - Standard of Care

Contractor 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 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 Contractor's and Contractor's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract. Contractor's activities are deemed to include those of Contractor's subcontractors. This section will survive the termination or revocation of this Contract, regardless of cause.

Insurance

Contractor 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 Contractor, 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 Contractor'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. Contractor, 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. 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, Contractor shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract



**Community Development
Planning Department**
22560 SW Pine St.
Sherwood, OR 97140
503-925-2308

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME: On Call Hearings Officer Services

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

C.O.S. PROJECT MANAGER: Erika Palmer, Planning 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
Approved as to Form: _____ 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. 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 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. Consultant's activities are deemed to include those of subcontractors. 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 provided by ORS 279B.235, Consultant's employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, 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.

[SIGNATURES ON COVER PAGE TO CONTRACT]

APPENDIX D 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 Solicitation #3300-18B 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.

Addendum No(s)._____ Acknowledged? YES / NO

Resident Proposer as defined in ORS 279A.120(1)?* YES / NO

Proposers certify non-discrimination in accordance with ORS 279A.110(4) YES / 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 (with area code)

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 E

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