



Home of the Tualatin River National Wildlife Refuge

REQUEST FOR PROPOSALS

Financial Audit Services

ISSUE DATE: February 26, 2026

Address Proposals to:

City of Sherwood
Attn: David Bodway, Finance Director
22560 SW Pine Street
Sherwood, OR 97140

Proposals due: March 30, 2026, 5:00 p.m.

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – Financial Audit Services, and sent to the attention of David Bodway, Finance Director. Include the name and address of the Proposer.

Proposers must submit five (5) 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	2
A. Proposal Format and Administrative Requirements	2
B. Organization Knowledge, Experience, and Qualifications	3
C. Project Approach and Understanding	5
D. Compensation and Method of Payment	5
E. Other Information	5
F. Signature Page and Attestation of Compliance with Tax Laws	5
V. Proposer's Special Instructions	5
A. Pre-Qualification of Proposers	5
B. Pre-Proposal Conference	6
C. Procurement Method	6
D. Procurement Timeline	6
E. Page Limit	6
F. Proposal Submission	6
G. Submission Deadline	7
H. Modification or Withdrawal of Proposal by Proposer	7
I. Duration of Proposal	7
J. Questions, Interpretations, and Addenda	7
K. Change Requests and RFP Protests	8
L. Proposals Opening	9
M. Confidentiality and Public Records	9
N. Proposer Certifications and Acknowledgements	10
O. General RFP Information	11
VI. Proposal Evaluation & Contract Award	12
A. Evaluation Committee	12
B. Interview Evaluation	12
C. Successful Proposer Determination	12
D. Investigation of References	13
E. Contract Award and Related Procedures	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

I. Project Background

The City of Sherwood, Oregon (“City”) is requesting proposals from qualified, independent, Oregon-licensed municipal audit firms to perform financial and compliance audits for the City and the Sherwood 2021 Urban Renewal Agency (“Agency”), a blended component unit, for the fiscal year ending June 30, 2026.

Unless otherwise noted, references to the “City” include both the City of Sherwood and the Urban Renewal Agency.

The City intends to enter into a three-year contract, with renewal for years two and three contingent upon satisfactory performance. The City may also consider extending the contract for up to two additional years.

II. Summary of Services

The City seeks proposals from qualified firms to audit its financial statements and those of its component unit beginning with the fiscal year ending June 30, 2026, and continuing through fiscal year 2028, subject to contract terms.

The selected firm will perform the Services and audits in accordance with all applicable federal, state, and local laws, rules, regulations, codes, standards, and/or ordinances, generally accepted governmental procedures as prescribed in the American Institute of CPAs (AICPA) Industry Audit Guide – Audits of State and Local Government Units and in Governmental Accounting, Auditing, and Financial Reporting (GAAFR); generally accepted government auditing standards (GAGAS), and Oregon minimum standards; (c) the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996; and 2 CFR Part 200 (Uniform Guidance). The Annual Financial Reports will conform to reporting standards for government entities as determined by the Governmental Accounting Standards Board (GASB). The auditor’s opinion will be directed toward the fairness of presentation of the financial statements in accordance with GAAP. The auditor will also provide compliance reports as required under federal and state law.

The City expects that the firm selected under this RFP process (“**Contractor**”) will, at a minimum:

1. Be able to certify that, in performing the specified work, they will not discriminate against any person on the basis of race, color, religion, political affiliation, gender, sexual orientation, age, marital status, physical or mental disability, national origin, or ancestry unless the reasonable demands of employment are such that they cannot be met by such a person.

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

III. Sherwood Overview

The City of Sherwood is located in Washington County, Oregon, and has a population of approximately 20,781. The City operates under a council-manager form of government. The

Mayor and six City Councilors are elected officials serving without compensation. Legislative authority is vested in the City Council, which establishes policy and conducts public hearings as required by law. Administrative authority is delegated to the City Manager under the City Charter.

The Sherwood 2021 Urban Renewal Agency is governed by the City Council and contracts with the City for planning, administrative, and financial services.

For the 2025–2027 biennium, the City’s total adopted budget is \$184,528,469. The Urban Renewal Agency’s 2025–2027 biennial budget is approximately \$31.4 million. The City employs 153 full- and part-time employees.

The City provides a full range of municipal services, including law enforcement, public works, community development, community services (including the Center for the Arts and library), and internal administrative services.

The City uses Microsoft Dynamics Business Central for its accounting system and Hansen Infor for utility billing and public works systems. The City maintains fifteen governmental and proprietary funds and one Urban Renewal Agency fund. There are ten outstanding debt issuances. The City participates in Oregon PERS/OPSRP.

The City’s most recent Annual Comprehensive Financial Report (ACFR) and adopted budgets are available on the City’s website.

IV. RFP Documents

The complete Request for Proposals is on file with and may be obtained from the Project Manager: David Bodway, Finance Director, City of Sherwood, 22560 SW Pine Street, Sherwood, Oregon 97140, 503-625-4248, bodwayd@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 and must describe the firm’s experience providing municipal audit services.

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

All proposals shall contain the heading "Request for Proposals – Financial Audit Services" and be typewritten, with a standard body text font (e.g., Aptos, Arial, Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall include an introductory letter, a table of contents that provides a clear identification of the written material by section and by page number, and a cover page.

1. 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, 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.

2. 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 its organization should be selected. The letter should 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's firm and its experience in providing municipal audit services. Under this heading, include the following information:

1. General information about the firm, including the total number of years the firm has been in business, the general scope of services the firm provides, the current number of employees, and its principal areas of expertise.

2. A narrative description of your firm's organization, including its legal structure, principal officers, organizational structure, and its relationship to any larger business entity. If Proposer is a newly formed entity comprised of multiple individuals or entities that is compiling projects from prior experience, Proposer should state this clearly. Provide a copy of any organization chart, profile, sales brochure, or other documentary information pertaining to the organization;
3. At a minimum, the City requests identification of the engagement partner (or auditor issuing the opinion) and the audit manager or lead. Provide a biography for each identified individual. The biography must include, but need not be limited to, a description of the individual's education, professional certifications, relevant experience, training, and experience with Oregon municipal audits.

Additionally, for each person identified, include the following:

- a) A résumé detailing relevant education, professional credentials, and experience providing services similar to the Scope of Work described in this RFP;
 - b) A description of the proposed roles and responsibilities of the individual under the resulting contract; and
 - c) A description of the individual's availability and expected level of involvement in the engagement, including responsiveness to City requests for data, information, meetings, and consultation as appropriate.
4. A complete and detailed history of Proposer's related experience over the last five years, including experience in Oregon specifically. Include contact information; and
 5. Provide a list of municipalities served by Proposer and describe the type of equipment used for those jurisdictions. Include contact information.
 6. Provide a statement whether you intend to use subcontractors or artificial intelligence software (AI) to fulfill any part of the tasks described under the scope of work. To the extent you intend to use subcontractors or AI to fulfill any of the required tasks, include the following information:
 - i. • A list of the tasks the subcontractor or AI will perform.
 - ii. • A resume for the subcontractor's key personnel, showing such education and experience as may be relevant to the task to be performed.

If Proposer intends to utilize AI in the performance of Services, Proposer must also certify the following:

- iii. Any use of AI shall comply with all applicable federal, state, and local laws, regulations, and professional standards, including but not limited to generally accepted auditing standards (GAAS), generally accepted government auditing standards (GAGAS), Governmental Accounting

- Standards Board (GASB) requirements, and applicable guidance issued by the American Institute of Certified Public Accountants (AICPA).
- iv. Proposer remains fully responsible for all work product generated with the assistance of AI and for ensuring that such work product meets applicable professional standards for accuracy, completeness, independence, and audit quality.

C. Project Approach and Understanding

With the Scope of Work in mind, submit information about how your firm would approach the services being requested, and how your firm would perform the services with its current understanding of the scope of work.

1. Describe the firm's audit methodology and work plan
2. Estimated hours, by staff level
3. Project timeline and milestone dates to illustrate ability to meet statutory reporting deadlines

D. Compensation and Method of Payment

Include the fee/cost schedule that your firm will charge for the entire scope of services, by year, over a three-year period and the estimated number of billable hours. The City would prefer a lump sum for all services, differentiated only by the type of fee for the City and the type of fee for the Urban Renewal Agency, but will be open to alternative fee structures.

E. Other Information

Proposals must include the following information:

1. A description of Proposer and City roles and responsibilities;
2. Three references, at least two Oregon governmental entities
3. Any other information Proposer deems necessary. This may include alternative Proposals.

F. 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 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 for the services and equipment requested but reserves the right to choose a second firm if that is advantageous to the City. The required start date will be no later than July 1, 2026 but potentially earlier if agreed to by the City and the selected Proposer.

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.

<u>Deadline</u>	<u>Milestone</u>
February 26, 2026	Issuance of RFP
March 20, 2026	RFP Protests/Change Requests/Questions deadline
March 27, 2026	Addenda Issuance Deadline
March 30, 2026	5:00 pm Deadline for Proposal Submission
March 31, 2026	10:00 am Opening of Proposals Sherwood City Hall - Finance Department 22560 SW Pine Street Sherwood, OR 97140
April 1-April 20	Evaluation of Proposals Begins, Interviews (if necessary)
April 21, 2026	Council Approval (if necessary)
April 23, 2026	Notice of Intent to Award
April 29, 2026	End of Contract Protest Period
April 30, 2026	Anticipated contract award

E. Page Limit

There is a 50 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 – Financial Audit Services". Proposals shall contain five (5) 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 March 30, 2026, 5:00 p.m. 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 directed to David Bodway, Finance Director, bodwayd@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 "Financial Audit Services – RFP Questions" in the subject line and must be submitted by March 20, 2026. Questions and answers will be provided by email to all Proposers on the RFP holders list. Questions submitted after the deadline on March 20, 2026 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 via email 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 March 27, 2026, 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 a three-year contract, with renewal for years two and three contingent upon satisfactory performance. The City may also consider extending the contract for up to two additional years.

K. Change Requests and 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 these options, if the need arises.

1. 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 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, becomes 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.

2. RFP Protest

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: David Bodway, Finance Director
22560 SW Pine Street
Sherwood, OR 97140

All change requests shall include "Financial Audit Services – RFP Protest" in the subject line or written on the front of the envelope and be submitted, in writing, by March 20, 2026. 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 federal, state, and local laws, rules, regulations, codes, standards, and/or ordinances, and reporting requirements, including those of the Oregon Minimum Standards (OMS), generally accepted accounting principles (GAAP) and Government Accounting Standards Board (GASB).
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, the provision of the services described herein is contingent upon successful negotiation of a 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

A selection committee of City staff with relevant expertise in the subject matter of this solicitation will review submitted proposals. Committee members will evaluate proposals to determine which one best meets the needs of the City. Proposals will be evaluated in accordance with the following:

Criteria	Points
Complete Proposal submitted	Pass/Fail
Engagement partner or signing auditor must be a licensed Oregon CPA and listed on the Oregon Secretary of State municipal auditor roster (ORS 297.670)	Pass/Fail
Qualifications and Experience	30
Project Understanding and Approach	30
Project Timeline	15
Cost Proposal*	25
Total	100

* Cost proposals will be evaluated for reasonableness, completeness, and alignment with the proposed scope of services. The lowest cost proposal will not necessarily receive the highest score. The City will consider overall value in relation to qualifications, experience, and proposed approach.

The City may conduct interviews with one or more highest-ranked proposers as a second tier of evaluation prior to final selection.

B. Interview Evaluation

At the option of the City, 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, 25 additional criteria points will be assigned to the process and will be added to the participating Proposers' total points.

C. 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, 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 protest procedures.

After the Selection Review Committee has selected a preferred Proposer, the City will negotiate a contract. 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 Selection Review Committee's evaluation, or agreement on a final contract cannot be reached within a reasonable time. 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 may begin the process over.

D. 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.

E. 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 is typically about 14 days.

1. Award Protest

A Proposer believing itself to have been adversely affected or aggrieved by the selection of the Successful Proposer 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: David Bodway, Finance Director
22560 SW Pine Street
Sherwood, OR 97140
bodwayd@sherwoodoregon.gov

Award protests shall include "Financial Audit 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 or individual 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 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. The City envisions a specified term contract with a renewal option.

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.

F. Local and Federal Requirements

The City of Sherwood intends to select an organization in accordance with OAR 137-047-0255 and the City's municipal code. 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 organization 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) Subchapter 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 is 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 seeks proposals from qualified firms to audit its financial statements beginning with the fiscal year ending June 30, 2026, and continuing through fiscal year 2028, subject to contract terms.

A. Audit of Annual Comprehensive Financial Report (ACFR)

The selected firm shall audit the City's ACFR in accordance with:

- Generally Accepted Auditing Standards (GAAS);
- Generally Accepted Government Auditing Standards (GAGAS); and
- Minimum Standards for Audits of Oregon Municipal Corporations.

The audit shall result in an independent auditor's opinion on the City's basic financial statements and required supplementary information, prepared in accordance with GAAP and applicable GASB and FASB standards.

The auditor shall provide electronic copies of all final reports for inclusion in the City's published ACFR.

B. Urban Renewal Agency Audit

The auditor shall examine and report on the financial statements of the Sherwood 2021 Urban Renewal Agency, a blended component unit of the City, prepared on the same basis of accounting as the City's ACFR. The Agency was established in 2021 and is funded through tax increment financing.

C. Single Audit (If Required)

If the City expends federal awards in excess of the applicable threshold, the auditor shall perform a Single Audit in accordance with the Single Audit Act and 2 CFR Part 200, Subpart F. City staff will prepare the Schedule of Expenditures of Federal Awards.

D. Management Letter

The auditor shall prepare a management letter identifying internal control matters, compliance issues, best practices, and recommendations identified during the audit. The letter shall be discussed with City management prior to issuance. The letter shall be provided on the same schedule as the ACFR.

E. Scope Modifications

If conditions arise requiring audit work beyond the original scope, the auditor shall notify the City and submit a cost estimate for additional services. Any expanded work shall be subject to City approval and separate negotiation.

F. Meetings and Presentations

The auditor shall present audit results and recommendations to City management and to the Budget Committee in person annually and attend City Council meetings as requested.

G. Technical Assistance

The auditor shall provide ongoing technical assistance throughout the contract term, including guidance on new GASB standards and accounting or reporting or internal control questions, at no additional cost.

H. Other Services

The City intends to continue participation in the GFOA Certificate of Achievement program and may request limited assistance related to presentation or disclosure matters.

Special projects outside the audit scope may be contracted separately.

I. Mandatory Audit Requirements

1. Audit Standards:

- Be conducted by an external auditor;
- Include all city funds, departments, offices, divisions and programs;
- State whether the books and records were kept in accordance with Generally Accepted Accounting Principles;
- Meet the legal requirements for Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by the Secretary of State in cooperation with the Oregon State Board of Accountancy;
- Report the audit was conducted in accordance with Generally Accepted Auditing Standards; Generally Accepted Government Auditing Standards, Audits of State and Local Government Units requirements established by the American Institute of Certified Public Accountants;
- Meet the Single Audit requirements of the federal government, if applicable.

2. Reports as Public Records

Reports covering examinations of financial statements, compliance with grant programs, and management letters will be a matter of public record. Copies of all management letters, together with the City's response to such letters, may be forwarded to municipal bond rating agencies and other interested parties upon request. The audited financial statements may appear in all official statements or other documents covering the sale of City securities.

3. Reporting Deadlines

The City's audited financial statements are required by law to be submitted to the Secretary of State no later than December 31 after the June 30 fiscal year end. The successful audit firm will comply with this requirement.

4. Workpaper Retention and Availability

Materials and sets of working papers developed during the engagement will be maintained for a minimum of three years from the date of the audit reports and will be made available for examinations by authorized representatives of the cognizant Federal audit agency, Oregon Secretary of State, the U.S. Government Accountability Office (GAO) and the City.

5. Workpaper Preparation/Preparation of Final ACFR Document

The City is responsible for closing the books, preparing trial balances, reconciling accounts, including bank accounts, and performing other management functions. City staff will prepare all necessary lead sheets, supporting schedules, draft ACFR and the component unit report for URA and a schedule of expenditures of federal awards when applicable for each year of the contract. City staff will also prepare and publish the ACFR, URA report and Single Audit after the final review by the selected audit firm.

6. Meetings and Progress Reports

- Commencement of Work

Pre-audit conferences with City staff will be held no later than June 15 of each fiscal year to discuss the audit schedules. The selected audit firm will commence on the audit at a mutually agreeable date.

- Exit Conferences

Post-audit conferences to review the various reports and financial statements will be held with appropriate City officials at a mutually agreeable date.

- Council Meetings

The selected audit firm's management may be required to be present at any meetings of the City Council when matters regarding the audit or related reports are discussed. Meetings with individual Councilors and/or managers may also be requested.

The engagement partner or senior manager must be listed on the Oregon municipal auditor roster (ORS 297.670).

Audit reports and management letters are public records. Working papers shall be maintained in accordance with applicable federal and state record retention requirements, but in no event less than three years from the date of the audit report and made available to authorized entities upon request.

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



[Insert Division]
[Insert Department]
 22560 SW Pine St.
 Sherwood, OR 97140
 503-925-2308

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME:

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

C.O.S. PROJECT MANAGER:

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

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

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

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

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

CONSULTANT DATA, REGISTRATION, and SIGNATURE

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

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

CONSULTANT: _____ signature _____ date

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

PROJECT MANAGER:	_____ signature _____ date
DEPARTMENT DIRECTOR:	_____ signature _____ date
FINANCE DIRECTOR:	_____ signature _____ date
CITY MANAGER:	_____ signature _____ date
CITY ATTORNEY <i>Approved as to Form:</i>	_____ 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".

