



CITY OF MCMINNVILLE REQUEST FOR PROPOSALS (RFP)

QUALIFICATION BASED SELECTION (QBS) PROCESS

PROFESSIONAL CONSULTANT SERVICES FOR CITY ECONOMIC DEVELOPMENT STRATEGY

PROPOSALS DUE: November 2, 2017 by 3:00 p.m.

SUBMIT PROPOSAL TO: City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

REFER QUESTIONS TO: Heather Richards, Planning Director
503-474-5107
Heather.Richards@mcminnvilleoregon.gov

RFP ISSUE DATE: October 5, 2017

Project Description

The City of McMinnville, working closely with the McMinnville Area Chamber of Commerce (Chamber), McMinnville Downtown Association (MDA), McMinnville Economic Development Partnership (MEDP) and Visit McMinnville (VM), seeks support in developing an Economic Development Strategy that will help McMinnville:

- Identify McMinnville’s unique opportunities and niche potential that will separate McMinnville from other communities and maintain the feeling of a vibrant small-town in close proximity to a fast-growing metropolitan area, and create a sustainable economy for generations to come.
- Position a unique quality of life to attract creative class and entrepreneurial talent to establish the next generation of local business development and investment in the community.
- Lead McMinnville’s agricultural and manufacturing traditional economy towards a successful and sustainable 21st century economy.
- Utilize McMinnville’s history of collaboration towards achieving big things.
- Identify what is an attractive business climate for McMinnville’s targeted potential and what McMinnville still needs to do to create that climate.
- Leverage the growing tourism industry towards new business development and investment. “If you like to play here, why not work and live here too.”
- Focus the efforts of all individual economic development partners so that they are successful in their own unique roles but working collaboratively and collectively towards advancing a coherent and cohesive overall economic vision.
- Invest limited resources in strategic initiatives that create family wage jobs that are multi-generational and reinforce the small town charm of McMinnville.

McMinnville wants to use rigorous data analysis, trend forecasting and robust public and stakeholder engagement to develop an overall economic development strategy that identifies what McMinnville’s unique potential and opportunities are, and what McMinnville’s economy can and should be as it grows in the future.

Currently McMinnville enjoys a small-town quality of life with a mid-sized city’s infrastructure and organizational structure. Recently voted one of the Great Places in America by the American Planning Association, McMinnville boasts one of the most vibrant Main Streets in Oregon that is managed by an established downtown organization with a sustainable economic improvement district and full-time staff, McMinnville Downtown Association. McMinnville also has a long-standing and active Chamber of Commerce with an economic development arm, McMinnville Economic Development Partnership (MEDP), that after ten years is establishing itself as an independent 501(c)6 with sustainable funding sources and employs 2.5 FTEs. Additionally, McMinnville just created its own destination marketing organization, Visit McMinnville, that is in its second year with 2.0 FTEs and a dedicated transient lodging tax as a funding source. In 1969,

McMinnville Industrial Promotions formed as a local shareholder group investing in industrial development, which is still active today, with assets including land and cash reserves. And finally, McMinnville Water and Light, a utility company under the city charter operate a utility that is able to offer some of the most reliable and inexpensive water and power in the state.

For years, McMinnville's economic industry focused on manufacturing and advanced manufacturing through the efforts of MIP and MEDP. In the 1980s the community decided to restore and revitalize Third Street, their beloved Main Street as the community's city center for local businesses and community gatherings. And most recently, McMinnville and Yamhill County have enjoyed tremendous success with the emergence of the nationally and internationally renowned wine industry.

In 2032, McMinnville will be celebrating its 150th birthday. For that milestone, the City of McMinnville and its partners would like to build upon those successful efforts and opportunities to continue to create economic opportunities for its residents both new and old, and to pave the way for the next generation of economic success stories.

The consultant's overall responsibility and scope of work is to prepare an Economic Development Initiative containing goals, objectives and implementation measures. The end result will be a concise work plan for implementing recommended strategies and established metrics to measure the outcomes.

This effort will be conducted in parallel with a larger city strategic planning project.

Budget

Up to \$35,000 is available for consultant services.

Scope of Work

The consultant shall provide professional services to support the following tasks. The City will work jointly with the selected consultant to develop a final, comprehensive scope of work, project schedule, and associated consulting service fees for the proposed project. Submitted proposals should demonstrate the consultant's (both the firm and key staff) experience and expertise with the following broad range of services that may be included in the project scope of work.

- A. Review and analysis of existing demographic and socioeconomic data, labor force characteristics, transient lodging tax revenue and other key economic data.
- B. Preparation of key demographic trends and forecasts, social factors, economic factors and financial indicators for inclusion into the strategic plan. This task should include preparation of a market segmentation of the City's retail/commercial and industrial sectors.
- C. Provide understanding and consensus of the City's primary strengths, weaknesses, opportunities, and threats (SWOT analysis) that directly impact the economic competitiveness.
- D. Develop a local economic climate assessment identifying local potential and opportunities for the next fifteen years.

E. Preparation of a customized, locally based economic development strategy setting forth goals and objectives for taking advantage of the opportunities and solving the economic development challenges of the area, including suggested activities, projects and programs to implement objectives and goals set forth in the strategy.

F. Create an implementation plan that identifies issues/items which require action in the short or long-term. Specific issues to be studied include but are not limited to:

1. Recommendations on light industrial, office, and retail commercial centers – whether or not to preserve existing square footage, increase, or decrease. Include geographic locations for focus.
2. Research and analysis of mobile services – current practices and impacts on local brick-and-mortar businesses and strategies to leverage them to bring in business into the City.
3. Preparation of business attraction and retention strategies incorporating results from McMinnville’s SWOT analysis.
4. Preparation of performance measures with timelines that will be used to evaluate whether and to what extent plan goals and objectives have been or are being met.

G. Meetings:

1. The consultant will be expected to regularly interface with a Project Leadership Team made up of the City Manager, Planning Director, and Executive Directors of the Chamber, MDA, MEDP and VM (in-person meetings and conference calls) concerning approach and tasks throughout the project. The consultant should have frequent interaction with this group, sometimes accompanied by policy makers representing each partner, to ensure that the Community’s desired objectives are met and that McMinnville’s unique concerns are addressed. The consultant may also be expected to consult with the City Attorney, Finance Director and others as designated.
2. Preparation and facilitation of up to two (2) community visioning workshops with the Chamber, MDA, MEDP and VM, the business community in general and other leaders/citizens in the McMinnville community.
3. Briefing with the Project Leadership Team.
4. Attendance of at least two (2) meetings and/or work sessions with McMinnville’s City Council to discuss findings and present the draft and/or final Economic Strategic Initiative.

The completed Economic Development Strategy is due no later than **June 30, 2018**, and must be provided in both paper and digital form. The digital files will be in a format that is acceptable to the City of McMinnville and that are editable by the City of McMinnville at a later date.

City Services: The City of McMinnville Staff and its partners will work with the consultant throughout the Strategic Plan development processes. Additionally, staff can provide assistance with mapping, administrative support, the coordination of volunteer efforts, and management of the public process.

Proposal Submittal

To be considered for this project, six (6) sealed copies of the proposal must be mailed or hand delivered to the address below no later than **3:00 P.M. on Thursday, November 2, 2017**. Proposals submitted after that date and time will not be accepted, nor will faxed or e-mailed submissions.

**Heather Richards
City of McMinnville
Planning Department
231 NE 5th Street
McMinnville, OR 97128**

The Consultant proposal will be limited to 30 pages. The proposal should include the information listed below:

- Introductory cover letter
- A narrative or other statement relating to the consultant's background and qualifications for the project, including the names and qualifications of staff that would be assigned to this project and their roles and responsibilities
- A narrative demonstrating that the consultant understands the project
- A project proposal describing how the consultant will work with the City and its partners to achieve the desired outcomes. Please elaborate on each task and critical decision-making milestone.
- A general timeline for the project
- A sample of previous similar work
- A minimum of three (3) references from similar work clients

Proposal Evaluation and Selection

Following the closing date, a selection committee comprised of representatives from the City of McMinnville, McMinnville Economic Development Partnership, McMinnville Downtown Association, McMinnville Chamber of Commerce and Visit McMinnville will meet to review the submitted proposals and select a consultant. If necessary, interviews may be scheduled with consultants.

Evaluation Criteria. Each proposal shall be evaluated based on the following criteria:

Completeness of the submitted proposal	5 Points
<p>Consultants understanding of the project and required tasks</p> <p>Please describe your team’s understanding of the assignment and your proposed approach. For each of the tasks, outline the major subtasks you anticipate undertaking and your team’s schedule for completing these tasks. Please describe any challenges you anticipate in completing any of the tasks and your firm’s proposed approach to addressing these challenges. Also describe any proposed deviations from the anticipated work plan and the reasons for these proposed deviations. Please be as specific as possible in describing your proposed methodology for developing your recommendations as well as in describing the level of detail, format, and proposed illustrations proposed for each deliverable.</p>	40 Points
<p>Consultant’s past experience with similar projects and/or experience of project staff</p> <p>For each task, please specify the names and titles, responsibilities, and estimated hours for each staff member who will be performing significant work. If sub-tasks within each task will be staffed differently, please provide information at the sub-task level. Please include summaries of the relevant experience of all staff who will be performing significant work. Provide examples of past experience and products.</p>	40 Points
<p>Timeline necessary to complete the project</p> <p>Please provide a detailed timeframe of how you will get the strategic plan accomplished within the deadlines provided. Please describe the availability of the specific staff member who will perform the needed tasks, and those staff to work on the project to meet the timeline, including any significant constraints. Please describe the capacity of principal staff to oversee the project, attend necessary meetings, and work with City staff to address challenges, including any significant constraints.</p>	10 Points
References	5 Points
Total Available	100 Points

Negotiations / Award of Privilege

Following the evaluation process, the City will begin contract negotiations with the highest ranked proposer.

The matters subject to negotiation shall be limited to the following:

1. Comprehensive scope of work;
2. Proposer personnel committed to the project;
3. Project schedule;
4. Professional fees, including reimbursable expenses; and
5. Agreement to the City's contract terms (Note: A copy of the City's standard Personal Services Contract is attached to this RFP).

In the event that a contract cannot be negotiated with the highest ranked proposer, negotiations will be permanently discontinued, and the City will start contract negotiations with the next highest ranked proposer. Nothing in this RFP shall restrict or prohibit the City from cancelling the solicitation at any time.

The City reserves the right to reject any or all Proposals, accept a Proposal in full or in part, or to negotiate for the modification of any Proposal with its Proposer. The City will notify the selected proposer by **November 13, 2017**.

Contract Requirements

The successful Consultant shall enter into a Personal Services Agreement with the City. Before commencing work, the selected consultant shall provide to the City evidence of insurance. The payment schedule for contract services will be agreed upon prior to the commencement of any work tasks and upon receipt of the Consultant's billing statement and evidence that all work required of the contract has been satisfactorily completed.

The selected proposer shall have (10) business days from the date of the receipt of the final Agreement negotiated between the Proposer and the City to execute and return said agreement. All such documents must be executed and delivered by the Proposer and approved by the City before the Agreement will be executed and returned to the Proposer by the City. The City reserves the right to cancel the award without liability.

Failure upon the part of the selected Proposer to execute and deliver the Agreement and other documents required above within ten (10) business days after the date of written notice of award shall be just cause for cancellation of the award by the City. The award of the concession may be made to another Proposer or all Proposals rejected at the City's sole discretion.

Questions and Clarifications

Questions and requests for clarification regarding this RFP solicitation must be directed in writing (either email or fax is acceptable) to:

Heather Richards, Planning Director

City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

Phone: (503) 474-5107
Fax: (503) 474-4955
Email: Heather.Richards@mcminnvilleoregon.gov

The deadline for submitting questions or requests for clarification is seven (7) days prior to the proposal due date. If a substantive clarification is necessary, an addendum will be issued no later than 72 hours prior to the due date to all recorded holders of the RFP solicitation. Note that statements made by the City are not binding upon the City unless confirmed by written addendum.

Cancellation, Delay or Suspension of RFP Solicitation; Rejection of Proposals

Nothing in this RFP shall restrict or prohibit the City from cancelling, delaying, or suspending the RFP solicitation at any time. The City may reject any or all proposals, in whole or in part, if in the best interest of the City, as determined by the City.

Withdrawal of Proposal

No Proposal may be withdrawn after it has been submitted to the City unless the Proposer so requests in writing and such request is received by the City prior to 2 pm on the last date set for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.

Irregularities

The City reserves the right to waive any non-material irregularities or information contained in this RFP, or in any received proposal.

Proposal Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. Execution of a contract is subject to the availability of funds.

Availability of RFP Responses, Proprietary Information

Per the terms of ORS 279C.107, the City will open the proposals so as to avoid disclosing the contents to competing proposers during the process of negotiation. Proposals will not be available for public review until after the issuance of the Notice of Intent to Award.

The City will withhold from disclosure to the public trade secrets, as defined in ORS 192.501, and information submitted to the City in confidence, as described in ORS 192.502, that are contained in the proposal. Proposals must clearly identify such material, keep it separate, and provide separate notice in writing of the status of this material to:

Heather Richards, Planning Director

City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

Phone: (503) 474-5107
Fax: (503) 474-4955
Email: Heather.Richards@mcminnvilleoregon.gov

All proposals shall become part of the public file for the project. Consultants responding to this proposal do so solely at their expense, and the City of McMinnville is not responsible for any expenses associated with the preparation of the proposal.

Proposal Protest and Request for Change Procedures

Protests concerning either a request for change in the proposal or the consultant selection process shall follow the procedures set forth in the Oregon Administrative Rules (OAR), Division 48 (137-048-0240, Protest Procedures).

The City shall consider the protest or request for change, and may reject the protest or request for change, issue an addendum, or cancel the RFP.

Protests or requests for change must be submitted in writing to:

Heather Richards, Planning Director

City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

Phone: (503) 474-5107
Fax: (503) 474-4955
Email: Heather.Richards@mcminnvilleoregon.gov

Questions

Inquiries should be directed to Heather Richards, Planning Director by phone (503) 474-5107 or e-mail: Heather.Richards@mcminnvilleoregon.gov, or by coming to the office at the Community Development Center, 231 NE 5th Street, McMinnville, Oregon, during regular business hours.

ATTACHMENT: PERSONAL SERVICES CONTRACT TEMPLATE:

CITY OF McMinnville, Oregon
PERSONAL SERVICES CONTRACT
for
ECONOMIC DEVELOPMENT STRATEGY

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and _____ (Contractor). The City's Project Manager for this Contract is Heather Richards, Planning Director.

The parties mutually covenant and agree as follows:

- 1. Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on September 30, 2018.

- 2. Statement of Work.** The work to be performed under this contract consists of services described in Exhibit A, attached hereto and by this reference incorporated herein. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.

- 3. Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$_____.
 - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
 - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

- 4. Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print):

Address:

Social Security #: _____

Federal Tax ID #: _____

State Tax ID #: _____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual _____ Sole Proprietorship _____ Partnership
_____ Corporation _____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor:

Signature/Title

Date

NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been fully executed by the appropriate parties.

CITY OF McMINNVILLE SIGNATURE

Approved:

City Manager or Designee

Date

Reviewed:

City Attorney or Designee

Date

CITY OF McMinnville
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor.

a. Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment. Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries. City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, 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.

4. Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

5. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will 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 15 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.

6. Payment on Early Termination

a. If this contract is terminated under 5(a) or 5(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date. Payment may be pro-rated as necessary.

b. If this contract is terminated under 5(c) by the Contractor due to a breach by the City, then the City will pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 5(c) by the City due to a breach by the Contractor, then the City will pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another contractor, 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, the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor are not exclusive. The City will also 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 Contractor's remedy will be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Access to Records. Contractor will maintain, and the City and its authorized representatives will have access to, all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records will be made available upon request. Payment for the cost of copies is reimbursable by the City.

9. Ownership of Work. All work products of the Contractor, including background data, documentation, and staff work that is preliminary to final reports, and which result from this contract, are the property of the City. Contractor will retain no ownership interests or rights in the work product. Use of any work product of the Contractor for any purpose other than the use intended by this contract is at the risk of the City.

10. Compliance with Applicable Law. Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (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 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

11. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

12. Insurance. Contractor will provide insurance in accordance with Exhibit C.

13. Waiver. The failure of the City to enforce any provision of this contract will not constitute a waiver by the City of that or any other provision.

14. Errors. The Contractor will 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.

15. Governing Law. The provisions of this contract will be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted in the United States District Court for the District of Oregon.

16. Severability. 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held invalid.

17. Merger Clause. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. ANY WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A
STATEMENT OF THE WORK**

**ATTACHMENT
PROPOSED BUDGET – DETAIL BY TASK**

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the 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. [2003 c.794 §76a]

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits. (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must provide that:

(a) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:

(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the 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 contractor may require the employees to work.

(3) A public contract for personal services, as described in ORS 279A.055, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public 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 contractor may require the employees to work.

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform

under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public 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 contractor may require the employees to work.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]

**EXHIBIT C
INSURANCE**

(The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

Required by City I am exempt. Signed _____

2. **Professional Liability** insurance with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least one year two years after the contract is completed.

Required by City Not required by City By: _____

3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each occurrence for Bodily Injury and Property Damage. It must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.

Required by City Not required by City By: _____

4. **Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by City Not required by City By: _____

5. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
(Contractor complete A or B below, Project Manager complete C below.)

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Entity	Signature	Date
--------	-----------	------

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met **(please check three or more of the following):**
 - ___ A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person’s residence and that portion is used primarily for the business.
 - ___ B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
 - ___ C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - ___ D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
 - ___ E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

Contractor Signature	Date
----------------------	------

(Project Manager complete C.)

C. CITY APPROVAL

ORS 670.600 Independent contractor standards. As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an “independent contractor” if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager Signature

Date