

CITY OF WOODBURN, OREGON

Request for Proposals

For

Capital Campaign Consultant Services

For

***City of Woodburn
Community Center***

DATE & TIME DUE: AUGUST 17, 2023 AT 4:00 PM

SUBMIT PROPOSAL TO CITY OF WOODBURN:

***Jim Row
Assistant City Administrator
270 Montgomery St.
Woodburn, OR 97071
503-982-5265
jim.row@ci.woodburn.or.us***



PROPOSAL ADVERTISEMENT

Request for Proposals Capital Campaign Consultant Services Woodburn Community Center

The City of Woodburn requests proposals from qualified fundraising consultants to provide capital campaign consultant services for the Woodburn Community Center project. The professional services include planning, assessing the community's ability to support a capital campaign, grant application preparation & submission, and requesting and securing monetary and in-kind contributions toward the project from foundations, businesses and individuals.

The City of Woodburn invites firms to submit proposals outlining their experience and qualifications in performing work as described in the Scope of Services. The City will receive sealed proposals until **4:00 PM on August 17, 2023**. These should be delivered to Jim Row, Assistant City Administrator, City of Woodburn, 270 Montgomery Street, Woodburn, Oregon 97071 or via email at jim.row@ci.woodburn.or.us. The City will make the Solicitation Document available for viewing at the above email address and on the city website: <http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps>

The City **will not accept** facsimile proposals. The City **will not accept** any proposals after the stated closing date and time. The City recommends that firms submitting proposals via email request that a "read receipt" be issued to confirm the City's receipt of your proposal. The City will return all late proposals unopened to the submitting firm. Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Woodburn Public Contracting Rules.

The City of Woodburn reserves the right to:

- To reject any or all proposals not in compliance with all public procedures and requirements;
- To reject any proposal not meeting the specifications set forth herein;
- To waive any or all irregularities or informalities in proposals submitted;
- To reject any or all proposals upon a finding that it is in the public interest to do so;
- Postpone award of the contract;
- To award any or all parts of any proposal;
- Select the proposal that is in the best interest of the City; and
- To request references and other data to determine responsiveness

A successful firm will be selected based upon the following criteria: 1) Demonstrated Understanding; 2) Qualifications, Organization and Staffing of Firm; 3) Demonstrated Accomplishments; and 4) Reasonableness of Cost and Price.

A complete copy of the Request for Proposals (RFP), invitation to propose, terms and conditions and a detailed description of services required are available by contacting: City of Woodburn, ATTN: Jim Row, Assistant City Administrator, 270 Montgomery Street, Woodburn, OR 97071, ph. 503-982-5265, jim.row@ci.woodburn.or.us, or at the City website <http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps>

Questions pertaining to this RFP should be directed to Jim Row, Assistant City Administrator, at 503-982-5265 or jim.row@ci.woodburn.or.us.

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Attachments:

- Attachment “A” Draft Woodburn Community Center Capital Campaign Plan
- Attachment “B” Personal Services Contract Sample
- Attachment “C” Certificate of Non-Discrimination
- Attachment “D” Proposer Residency Statement
- Attachment “E” Addendum Acknowledgement

PART 1

RFP PURPOSE

The City of Woodburn seeks proposals from qualified fundraising consultants interested in working with the City to (i) assess the community's ability to support a capital campaign for the Woodburn Community Center project; and (ii) develop a capital campaign based on such assessment that includes (iii) consultant assistance in requesting and securing monetary and in-kind contributions toward the project from foundations, businesses and individuals.

The goal of the capital campaign is to expand the City's Aquatic Center into a comprehensive Community Center and provide its residents with a safe and secure environment that facilitates access to recreational, wellness, and cultural programming opportunities. With more than 26,000 thousand residents, the City of Woodburn is one of the largest cities in Oregon without a community center. Facilities like this provide tremendous benefits to a community and bring together Woodburn's many diverse citizens.

The Assistant City Administrator, staff, and Citizens Advisory Committee (CAC) expect to collaborate actively with the selected consultant in the work to ensure that deliverables meet expectations and the needs of the community.

COMMUNITY CENTER PROJECT BACKGROUND

The City of Woodburn owns and operates a 20,500 sq. ft. aquatic center, which was constructed in 1995 and currently provides swimming activities and a small number of other fitness options, including group exercise classes and exercise machines. The City desires to expand this facility into a more comprehensive 76,000 sq. ft. central gathering place by transitioning the existing Woodburn Aquatic Center into a full-service community center. The expansion of active and passive recreational spaces in the new Community Center will include a gymnasium, walk/jog track, warm water recreation pool and aquatics facilities improvements, community event space and meeting rooms, spaces for community partners a commercial kitchen, and areas for child care services/early childhood development and senior programming,

The City has proceeded methodically with this project for more than 15 years. A feasibility study that explored costs and opportunities for developing two different community centers – an Arts & Cultural Community Center and a Recreation Center, was completed in early 2008. However, the onset of the Great Recession led the Council to slow work on the project until the economy and the community's ability to accomplish the project recovered.

In early 2017, the City Council initiated an update of the 2008 feasibility study after local stakeholders and interested residents expressed a desire to move the project forward since the economic climate had improved. The decision was made to consolidate the project into one facility, which would be more financially and programmatically advantageous. The City Council affirmed its commitment to the community center project by adopting it as a 2019-2021 goal.

In 2017, the Oregon Legislature authorized the award of a \$1,000,000 Lottery Bond Grant to the City, which was utilized to initiate the architectural & engineering design for the community center project.

Design work for the project began in June 2019 and has been guided by a 22-person Citizens Advisory Committee (CAC). A significant amount of additional public involvement in the project has taken place, including numerous open houses, meetings with the Recreation & Parks Board and the City Council, online surveys, and a telephone survey of registered voters in Woodburn.

The phase 1 preliminary design work was completed in late 2020. During the 2021 Regular Session, the Oregon Legislature awarded the City a \$15 million Lottery Bond Grant toward completing the Community Center project. Additionally, the City Council may decide to contribute up to \$5 million in Urban Renewal funds toward the project, which would bring the project’s funded status to approximately 33%, depending on final costs at the time of construction.

With an estimated cost of \$60 Million, a significant amount of additional funding must be secured from a variety of sources, including foundation grants, individual and corporate contributions, and a general obligation bond measure, which is planned for November 2024. If the bond measure election is unsuccessful, the City will evaluate the results and decide whether to make a second attempt in May 2025. Detailed project information is available on the City’s website: <https://www.woodburn-or.gov/recreation/page/woodburn-community-center-project>

PROJECT TIMELINE – NOVEMBER 2024 BOND MEASURE ELECTION

Reappoint Members to the Citizens Advisory Committee (CAC)	Summer 2023
Conduct Bond Measure Financial Analysis	Summer – Fall 2023
Fund Development Campaign	Fall 2023 – Fall 2024
Hire Election Consultant	Fall 2023
Conduct Registered Voter Polling	Winter – Spring 2024
Update Operational Financial Analysis	Spring 2024
Ballot Language Submitted to Marion County Elections Official	August 2024
Bond Measure Election	November 2024
Complete Architectural & Engineering Design Work	December 2024 - Fall 2025
Community Center Construction	Fall 2025 – Fall 2027
Community Center Opens to the Public	Fall 2027

PROJECT TIMELINE – MAY 2025 BOND MEASURE ELECTION

If the bond measure fails to pass during the November 2024 election, the City will evaluate the results of the election and determine whether or not to make another attempt at its passage during the May 2025 election. It is also possible that the City Council may decide to reduce the scope of the project prior to placing it on the May 2025 ballot.

The timeline and approach for resuming work on the architectural design for the community center will need to change in the event the bond measure fails in November 2024 and is placed on the May 2025 ballot. Since the \$15 million Lottery Bond grant will expire in April 2026, it will be necessary to complete the “Design Development” phase of the architectural design process immediately following the unsuccessful November 2024 election. This will ensure that the project continues moving along at a pace that will be necessary to expend the grant funds prior to its expiration. The remaining Design Development work is anticipated to take 3 months to complete at a cost of approximately \$1 million.

The following is the proposed timeline assuming a May 2025 bond measure election:

Bond Measure Fails to Pass	November 2024
Evaluate Election Results and Determine Whether or Not to Place Project on May 2025 Ballot	November – December 2024
Complete “Design Development” Phase of Architectural & Engineering Design Work	January 2025 – March 2025
Ballot Language Submitted to Marion County Elections Official	February 2025
Bond Measure Election	May 2025
Complete “Construction Documents” Phase of Architectural & Engineering Design Work	June – December 2025
Community Center Construction	Winter 2026 – Winter 2028
Community Center Opens to the Public	Winter 2028

PART 2

SCOPE OF PROJECT

This project’s purpose is to provide professional fundraising services with a goal of securing foundation, business and individual contributions for the new Woodburn Community Center. The estimated goal of this campaign is \$5 million dollars.

The successful consultant shall provide a wide range of professional capital campaign services including, but not limited to, research and assessment of foundation and other donors whose objectives are well-aligned with the community center project, project management oversight, grant writing and proposal preparation, and other items necessary to complete the project as outlined below.

Task 1 – Assess Philanthropic Community’s Interest & Opportunities

- Conduct interviews with City of Woodburn leadership and others
- Identify and Evaluate prospective foundation, major individual, and corporate donors available to support a capital campaign
- Identify grant opportunities most aligned with the Community Center project and open during the fundraising period
- Identify donors with other proposal methods and opportunities
- Conduct confidential interviews with potential prospects

- Present findings to City of Woodburn leadership

Task 2 – Update Draft Capital Campaign Plan

- Review and update the City’s draft capital campaign plan to include specific goals for dollars raised, large gift solicitation strategies, range of gifts table, a list of suitable grants for which to apply, application and proposal schedules
- Present Plan to City leadership & Community Center Citizens Advisory Committee

Task 3 – Implement Capital Campaign: Seek & Secure Grant Dollars

- Develop and submit foundation and corporate grant applications
- Update campaign plan’s goals and timelines for dollars raised

Task 4 – Implement Capital Campaign: Seek & Secure Major Gifts

- Develop proposal materials including Community Center Project Case for Support
- Implement major gift solicitation strategies
- Develop donor tracking and assist with donor recognition
- Update campaign plan’s goals and timelines for dollars raised

Task 5 – Assist in Planning Public Fundraising Phase

- Develop solicitation strategies for activities including brick/tile or similar sales
- Present recommendations to City of Woodburn leadership and Community Advisory Committee
- Assist in the development of campaign materials
- Train staff and volunteers in campaign messaging

PART 3

PROPOSED PROJECT SCHEDULE

Task 1: Assess Philanthropic Community’s Interest & Opportunities	Fall 2023
Task 2: Update Capital Campaign Plan	Fall 2023
Task 3: Seek & Secure Grant Dollars	Winter 2023 – Fall 2024
Task 4: Seek & Secure Major Gifts	Winter – Fall 2024
Receive Major Gift Commitments & Grant Awards	Winter – Fall 2024
Task 5: Assist in Planning Public Fundraising Phase	Spring – Fall 2024
Receive Local Fundraising Commitments	Winter – Fall 2024

PART 4

PROPOSAL CONTENT

Proposals must contain all information and documentation listed below:

- A. **Cover Letter:** A Cover Letter shall accompany the proposal and it shall state that the proposer accepts all terms and conditions contained in the Request for Proposals and the sample Professional Services Agreement (Attachment “B”). A legal representative of the proposer, authorized to bind the firm in contractual matters, must sign the cover letter.
- B. List firm size and years in business.
- C. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- D. **Completed Non-Discrimination Form:** The successful Proposer agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. Proposer must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as “Attachment B.”)
- E. **Demonstrated Understanding** - Include a statement of demonstrated understanding of the project and its requirements as they relate to the objectives.
 - a. Provide a detailed work plan that describes how the Consultant will organize and conduct the project by task. This plan must include all major phases of the project, with targeted completion dates for each phase and tasks of the project, as well as for each required deliverable. If the project can be completed in a shorter timeframe than the deadline shown in the above mentioned schedule (see Part 3 PROPOSED PROJECT SCHEDULE), please indicate the proposed schedule.
 - b. Include an explanation of any modifications of the work items and Scope of Work presented in this request for proposal.
 - c. Provide a definition of how the Consultant will ensure project progress and quality control.
 - d. Include a separate and specific description of each point in the RFP that is not completely met by the Proposal. If, in your project description you proposed an alternate approach to the RFP tasks, indicate that in this Proposal section.

- e. If the proposer has covered all items in the RFP, then this section should include the statement "All RFP items have been covered in this Proposal".
- f. **Qualifications, Organization and Staffing of Firm** - Qualifications of the proposed project firm relating specifically to their ability to satisfactorily complete the items outlined in the Scope of Work and their ability to work with City staff. A Clear description of the relationship of project firm members, lines of authority, and areas of responsibility of all key members.
- g. Provide a statement that portrays how the qualifications, experience and education of the Consultant's and sub-consultant's key personnel relate to the described work. The response should address the following:
 - i. Key personnel experience with this type of project, and familiarity with the City of Woodburn.
 - ii. A listing of other individuals on the team that would support the completion of this project, with a summary of each team member's area of responsibility, expertise, experience and qualifications for this work.
 - iii. When outlining the competence and experience of individuals proposed for assignment to this project, include a brief resume, or description of responsibilities in similar transit planning projects; education, certifications and licenses held, training, experience, and membership in professional organizations. Also identify the project manager who will direct the work.
 - iv. If any sub-consultants are proposed, provide a list of tasks assigned to each, and the names, responsibilities and qualifications of those sub-consultants.
 - v. A narrative Management Plan that describes how the Applicant's team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
 - vi. Address the level of field staff, review staff and management continuity that the City may reasonably expect over the length of the contract; and
 - vii. Explain how City personnel would be utilized to assist during the project, indicating an approximate time requirement for each function.
- h. **Demonstrated Accomplishments** - Provide up to five (5) project examples of demonstrated accomplishments of the firm in the areas that are identified in the Scope of Work.
- i. **Reasonableness of Cost and Price** - Include a fee proposal for the work as described in the Scope of Work, by task. The fee proposal will not be solely used

to select the Applicant. The City will seek the services of the most qualified contractor and project team for this project.

- j. Provide the fee structure your firm will use when charging the City for any special requests, reports, additional services, or broadening of the scope of services, including any variation in fee based upon the staff classification requirements of the task. Include the hourly services rate for each assigned project team member.
- k. **References and Additional Supporting Information** (not scored, or counted toward page limit) - Supporting materials should include only resumes, references and a public client list. The reference list shall have no more than five clients, preferably within the State of Oregon that can attest to the quality and variety of services provided by your firm with projects similar to this one. Please include the contact name, address, phone number, and e-mail of the contact person for each reference. Detail the type of work done that supports the listed mandatory requirements in this RFP. In addition, include a total public client list and contact person for the last two years or the last ten clients, whichever is least. If there is no additional information to present, state: "There is no additional information we wish to present".

PART 5

EVALUATION & SELECTION CRITERIA

Each proposal will be judged on the completeness and quality of content, and as a demonstration of the Consultant's qualifications.

The selection will be made on a competitive basis, using scoring based on the evaluation criteria listed below, in combination with interview scores, if conducted.

The City will establish a committee (the "Evaluation Committee") of at least three individuals to review, score and rank proposals according to the criteria set forth below. Following evaluation of proposals and ranking of consultants, a short list of no more than three candidates will be devised by the Evaluation Committee.

No prequalification will occur. The successful Proposal shall be selected in a single-tier competitive process.

Evaluation Criteria

Demonstrated Understanding – 25 points maximum

- Completeness of proposal
- Demonstration of understanding of the work to be performed
- Approach to citizen participation and community involvement
- Approach to be taken in completing the Scope of Work

- Creativity and use of innovative ideas towards problem-solving and addressing community issues
- Degree to which the proposal accomplishes the Scope of Work
- Resources and flexibility to demonstrate ability to meet the project time frame and schedules

Qualifications, Organization and Staffing of Firm – 25 points maximum

- Organization strength and stability
- Experience and technical competence related to transit and public transportation planning
- Education and experience of project staff
- Key personnel’s level of involvement in performing and/or oversight of related work
- Evaluations provided by previous clients

Demonstrated Accomplishments – 25 points maximum

- Experience with projects similar in scope and size
- Experience working in similar communities and projects
- Experience completing projects within established deadlines

Reasonableness of Cost and Price – 25 points maximum

- Reasonableness of the fee proposal with other proposals received
- Adequacy of the data in support of figures quoted
- Basis on which prices are quoted
- Estimated total number of hours to be devoted to the project
- Benefit and value provided for the cost
- Fee structure for any additional services beyond the scope of the project engagement

Ranking of each firm will be based on the sum of points awarded, based on the Evaluation Criteria. A maximum total score of 100 points is possible. Following evaluation of proposals and ranking of consultants, a short list of no more than three candidates will be devised by the Evaluation Committee.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A. The selection committee, comprised of at least three members, will evaluate the proposals based on the submitted information.
- B. The Selection Committee, at its sole discretion, may choose to interview short-listed firms prior to making their final recommendation.
- C. The Selection Committee will engage in negotiations with the highest ranked proposer with the objective of obtaining written agreement on:

- Consultant’s performance obligations and performance schedule
- Payment methodology and fees payable to the Consultant for services outlined in the Scope of Work. The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Consultant.

(If negotiations with the highest-ranking Proposer fail to proceed to agreement on Contract terms, the Selection Committee will terminate negotiations with that candidate, and will begin negotiations with another candidate.)

D. The Notice of Intent to Award shall be given.

E. The City Council shall award the contract.

The City and the selected Consultant will enter into an agreement for the work.

PART 7

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The General Conditions and Instructions set out below shall apply to all formal proposal solicitations and resulting contract awards issued by the City of Woodburn unless otherwise specified. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. Failure to do so will be at the proposer’s own risk, and pleas of error or ignorance shall not be honored. Proposers requiring additional information about the General Conditions and Instructions set forth below should consult Jim Row, Assistant City Administrator.

In the event there is a conflict between these General Terms and Conditions and any other terms and conditions that may be included elsewhere in this solicitation, the other terms and conditions shall prevail.

1. Selection & Award. Awards made in response to this RFP will be made to the most qualified proposer whose proposal is determined, in writing, to be the most advantageous to the City of Woodburn, taking into consideration the evaluation factors set forth in the RFP.
2. Proposer's Responsibility. The selected proposer(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. If a successful contract cannot be completed after award, the City may conclude contract negotiations, rescind its award to that proposer, and return to the most recent RFP evaluation stage to negotiate with other proposer(s) for award.
3. Form of Submission.
 - It is the Proposer’s sole responsibility to submit information in fulfillment of the requirements of the RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-responsive.

- Unless otherwise specified in the solicitation, all proposals shall be submitted in duplicate, properly signed in ink in the proper spaces, and submitted in a sealed envelope.
 - Unless specifically authorized in the solicitation, telegraphic, facsimile or electronic proposals will not be considered.
4. No Late Submissions. If received after the time specified for Public Proposal Opening, formal proposals, amendments thereto, or requests for withdrawal of proposals will not be considered. Late proposals will be returned to the proposer UNOPENED if the proposer's return address is shown.
 5. Sealed Proposals. Proposals must be properly identified as a "COMMUNITY CENTER CAMPAIGN CONSULTANT SERVICES".
 6. Communications during the RFP Process. Proposers shall address all inquiries, if any, in writing to Jim Row, Assistant City Administrator, not later than ten (10) days before the proposal submission deadline.
 7. Addendum and Supplement to Request. If it becomes necessary to revise any part of this RFP, or if additional data is necessary to enable an exact interpretation of provisions of this RFP, revisions will be posted electronically on the City website. It is the responsibility of the Proposer to frequent the City website to obtain and download addendums and any other applicable information prior to proposal submission.
 8. Withdrawal of Proposal. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of Deadline for Submission of Proposals. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.
 9. Unless otherwise specified by the City of Woodburn, all formal proposals submitted shall be binding for City of Woodburn acceptance for ninety (90) days from the date of the proposal opening.
 10. No employee of the City of Woodburn shall be admitted to any share or part of this contract or to any benefit that may arise there from.
 11. All Proposals shall be prepared and submitted by and at the cost of the Proposer, hence all costs associated with preparation and submission of the Proposal shall be borne by the Proposer.
 12. The City has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the RFP without giving any justification.
 13. Authority to Bind Firm in Contract. Proposals **MUST** give full firm name and address of Proposer. Failure to manually sign proposal may disqualify it. Person signing Proposal should show **TITLE** or **AUTHORITY TO BIND HER/HIS FIRM IN A CONTRACT** and

include documentation showing such authority. Firm name and authorized signature must appear on proposal in the space provided in the lower right-hand corner.

PART 8

PROPOSAL SUBMISSION

The City must receive proposals no later than **4:00 p.m. on August 17, 2023**. The City *will return* proposals received after this deadline, unopened, to the proposer. Proposals should be delivered to Jim Row, Assistant City Administrator, City of Woodburn, 270 Montgomery Street, Woodburn, Oregon 97071 or via email at jim.row@ci.woodburn.or.us. The City recommends that firms submitting proposals via email request that a “read receipt” be issued to confirm the City’s receipt of your proposal. The City *will not* accept faxed proposals.

Direct all correspondence pertaining to this RFP to:

Jim Row, Assistant City Administrator
270 Montgomery St.
Woodburn, OR 97071
Phone: 503-982-5265
E-mail: jim.row@ci.woodburn.or.us

PART 9

ANTICIPATED TIMELINE

July 19, 2023	Publication of Solicitation for Request for Proposals
August 17, 2023	Deadline for Submission of Proposals
September 7, 2023	Completion of Proposal Review Process
September 11, 2023	Notice of Intent to Award
September 25, 2023	Contract Award

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY’S DISCRETION. PROPER NOTIFICATION OF CHANGES WILL BE MADE TO ALL AFFECTED PARTIES THROUGH ISSUANCE OF WRITTEN ADDENDA, WHICH WILL BE AVAILABLE BOTH ELECTRONICALLY AND AT ALL PHYSICAL LOCATIONS WHERE THIS SOLICITATION DOCUMENT MAY BE REVIEWED.

PART 10

OTHER REQUIREMENTS

A.) **Proposal Acceptance:**

- Proposal shall be legally binding as an offer for a period of 90 days after the closing date. If the City has not accepted a submitting firm's proposal within ninety-(90) days from the RFP closing date, then the firm may withdraw its proposal. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B.) **Public Records:**

- All Proposals shall become the property of the City and are public records unless otherwise specified. A proposal that contains any information considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C.) **Clarification of Proposals:**

- The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to evaluate satisfactorily a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

D.) **Form of Agreement:**

- A copy of the standard Personal Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment B." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E.) **Proposal Acceptance/Rejection:**

- The City reserves the right:
 - To reject any or all proposals not in compliance with all public procedures and requirements;
 - To reject any proposal not meeting the specifications set forth herein;
 - To waive any or all irregularities or informalities in proposals submitted;
 - To reject any or all proposals upon a finding that it is in the public interest to do so:
 - Postpone award of the contract;
 - To award any or all parts of any proposal;
 - Select the proposal that is in the best interest of the City; and

- To request references and other data to determine responsiveness
- Notice of Intent to Award
 - The City shall give written Notice of Intent to Award the contract to all Proposers at least 7 (seven) days prior to the contract award.

F.) Protest Process:

- Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules.

ATTACHMENT “A”

Draft Woodburn Community Center Capital Campaign Plan

DRAFT Woodburn Community Center Capital Campaign Plan



Executive Summary:

The City of Woodburn is committed to constructing a multi-cultural, multi-generational, central gathering space that will provide its residents with a comprehensive array of opportunities, social services and a space that promotes empowerment, health and wellness, houselessness support, community collaboration and increased learning opportunities such as entrepreneurship and healthy eating habits. This important project will be accomplished by expanding the existing Woodburn Aquatic Center to include spaces for critical social services, as well as active and passive recreation activities, including but not limited to:

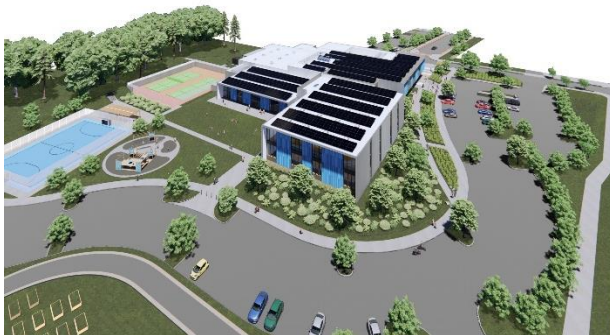
- Senior Programming and Meals on Wheels Facilities
- Child Care Services/Early Childhood Development
- Houselessness Support
- Gymnasium
- Walk/ Jog Track



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- Arts & Craft Classrooms
- Family Support Services
- Community Meeting Rooms
- Commercial Kitchen
- Aquatics Facility Improvements & Warm Water Recreation Pool
- Community Event Space
- Group Fitness & Cardio/ Weights Space
- Community Partner Spaces

The City has been proceeding methodically with this project for more than 13 years. A community center feasibility study that explored the costs and opportunities for developing two different community centers – an Arts & Cultural Community Center and a Recreation Center, was completed in early 2008. However, the onset of the Great Recession led the Council to slow work on the project until the economy and the community's ability to accomplish the project recovered.



In early 2017, the City Council initiated work to update the 2008 feasibility study, after local stakeholders and interested residents expressed a desire to move the project forward since the economic climate had improved. Through the planning process, the decision was made to consolidate the project into one facility, which would be more financially

and programmatically advantageous. The City Council affirmed its commitment to the community center project by adopting it as a 2019-2021 goal.

During the 2017 Regular Session, the Oregon Legislature authorized the award of a \$1,000,000 Lottery Bond Grant to the City for the design of the community center project.



Design work for the project began in June 2019 and was guided by the 18-person Citizens Advisory Committee (CAC). The CAC was tasked with reviewing the community center design work and providing feedback to the design team, City Administrator and City Council. A significant amount of additional public involvement in the project has occurred, including

DRAFT Woodburn Community Center Capital Campaign Plan

numerous open houses, meetings with the Recreation & Parks Board and the City Council, online surveys, and a telephone survey of registered voters in Woodburn.

The preliminary design work was completed in late 2020. During the 2021 Regular Session, the Oregon Legislature awarded the City a \$15 million Lottery Bond Grant toward completing the Community Center project. Additionally, the City Council may decide to contribute up to \$5 million in Urban Renewal funds toward the project, which would bring the project's funded status to approximately 33%, depending on final costs at the time of construction.



Case Statement:

The City of Woodburn seeks to provide its residents with a safe and secure environment that facilitates access to critical social services, recreational, wellness and cultural programming opportunities. Woodburn is one of the largest communities in Oregon without a community center. Facilities like this provide tremendous benefits to a community by:

- Promoting physical activity
- Providing educational and cultural programming
- Enhancing youth safety & reducing youth crime rates
- Offering Senior activities and meal services
- Providing family support services
- Boosting the local economy
- Enhancing tourism
- Providing access to a variety of social services.

A community center will also provide a centralized facility that would help bring together and increase cohesion among the Woodburn area's many diverse residents.

DRAFT Woodburn Community Center Capital Campaign Plan



These services are extremely important to Woodburn, which is a demographically diverse, rural community with a population of more than 26,000. Ethnically, Woodburn residents are nearly 56.3% Hispanic/Latino (far greater than that of Oregon at 13.3% and the U.S. at 18.3%), with the remaining population being Russian, Caucasian, Asian, Multi-race, and other races. With its rural

local and community's diversity the need for affordable services that can be provided by a community center are significant as 23.7% of the population falls below the poverty level (significantly higher than Oregon at 13.2% and the U.S. at 12.3%) and 55.09% of its residents are low to moderate income according to the 2019 CDBG Low Mod Income Report.

Project Timeline:

Reappoint Members to the Citizens Advisory Committee (CAC)	Summer 2023
Conduct Bond Measure Financial Analysis	Summer – Fall 2023
Fund Development Campaign	Fall 2023 – Fall 2024
Hire Election Consultant	Fall 2023
Conduct Registered Voter Polling	Winter – Spring 2024
Update Operational Financial Analysis	Spring 2024
Ballot Language Submitted to Marion County Elections Official	August 2024
Bond Measure Election	November 2024
Complete Architectural & Engineering Design Work	December 2024 - Fall 2025
Community Center Construction	Fall 2025 – Fall 2027
Community Center Opens to the Public	Fall 2027

Fundraising Plan:

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With an estimated cost of approximately \$60 Million, funding for the community center project must come from a variety of sources. With a population of over 26,000 thousand residents, the City of Woodburn is one of the largest cities without a community center. While the City is enthusiastic of constructing a community center, understanding the socio-economic barriers of Woodburn residents creates obstacles in passing a multi-million-dollar bond measure, however the \$15 million grant authorized by the legislature significantly increases the feasibility of this project.



During the initial quiet phase of the campaign, the City will submit grant applications to numerous foundations, including:

- Oregon Community Foundation
- Ford Family Foundation
- Meyer Memorial Trust (which recently shifted their focus to supporting projects that contribute to a flourishing and equitable Oregon)
- Collins Foundation
- Burlingham Trust (Local to the Woodburn area)
- Autzen Foundation
- Miller Charitable Trust
- PGE Foundation
- Walmart Foundation
- Nike Foundation
- Spirit Mountain Community Fund

Foundations are typically inclined to grant funding requests after other funding has been secured. The City is convinced their support for the Woodburn Community Center project will increase significantly after other funding has been committed to the project. The \$15 Million award from the Oregon State Legislature will be a significant catalyst for securing foundation grants and passing a local general obligation bond measure.

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During the quiet phase of the campaign, the City will also focus on securing significant contributions from individual and corporate donors that have a connection to the Woodburn Community.

Once significant funding from the State, foundations, individual and corporate donors has been secured, the City will launch the public phase of the fundraising campaign.

The public phase of the capital campaign will focus on gaining support from community members at the grassroots level. While the level of financial commitments expected from this phase will be modest, the real value will come from the excitement generated that will be necessary for passing the upcoming bond measure. The local effort will be coordinated by a fundraising committee. In order to be successful, this committee will need to have a large membership, which will enable them to personally reach thousands of people.

Local fundraising efforts will consist of brick/ tile sales, through activities such as door to door canvassing, and reaching to including the Chamber of Commerce, Churches, and PTA groups.

Fundraising Calendar:

The City's proposed fundraising calendar is as follows:

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Receive Notice of State Funding Award	Spring 2023
Submit Foundation Grant Applications	Fall 2023 – Fall 2024
Solicit Large Individual/ Corporate Requests	Winter - Fall 2024
Receive Large Donor Commitments	Winter - Fall 2024
Public Fundraising Phase Begins	Spring - Fall 2024
Receive Local Fundraising Commitments	Winter – Fall 2024

Donor Recognition:

An important component of the City's capital campaign will be to conduct follow-up activities that will recognize donors for their contributions to the project. Large donors will be recognized on plaques, while smaller donor will be recognized on the bricks/ tiles they purchased.

Every donor will also be recognized immediately following their commitment with a letter personally signed by the Mayor. The City will also utilize the newspaper and social media to acknowledge donors. These recognition activities will encourage other community members to participate.

Additionally, a large donor recognition party will be conducted to ensure contributors receive the recognition they deserve for their role in making the community center project a reality. The facility will conduct a "soft" opening during the first week. During the soft opening period, participation will be limited to those individuals, families and organizations that contributed to the project. This will provide additional recognition to donors, but will also serve the very important function of "working out operational bugs" involving a much smaller than normal group of community center participants.

Operational Sustainability:

Prior to operational reductions necessitated by Covid-19 restrictions and subsequent staffing shortages, the City subsidized the operations of the existing aquatic center by \$350,000 annually. An operational pro-forma was completed in 2020 by nationally renowned recreation consulting firm Ballard King, which projected that the expanded community center facility would require an additional operating subsidy from the City of between \$165,000-\$295,000. That analysis has aged and will be updated in spring 2024.

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The majority of the City's general fund resources come from property taxes. In late 2015, the City expanded its urban growth boundary (UGB) by more than 600 acres, in order to accommodate residential and industrial growth. Following the UGB expansion, the City approved nearly 3,000 units of residential housing developments, more than 1,000 of which are currently under construction.

Additionally, Amazon has almost completed the construction of a 3.85 million sq. ft. fulfillment center that will employ upwards of 2,000 people. This facility is expected to open in mid-2024.

Adding these housing units and the Amazon project to the tax rolls will generate the City property tax revenues necessary to support the community center operating subsidy and the cost of public services these developments will require (police, parks, library).

In order to explore operational efficiencies, the City is also engaged in discussions with the Family YMCA of Marion and Polk Counties. These discussions include the topic of a potential operational partnership that might be mutually beneficial to both organizations.

ATTACHMENT “B”

CITY OF WOODBURN SAMPLE PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as “CITY”), and _____, a corporation (hereinafter referred to as “CONSULTANT”).

WHEREAS, CITY needs certain CONSULTANT services; and

WHEREAS, CITY wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

WHEREAS, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONSULTANT under this Agreement is described in **Exhibit A**, which is attached to this Agreement.

SECTION 2 – DUTIES OF CONSULTANT

A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.

C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.

D. It is understood that _____ will be designated by CONSULTANT as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY’s approval.

SECTION 3 – DUTIES OF CITY

A. CITY shall provide CONSULTANT the pertinent information regarding CITY’s requirements for the Project.

B. CITY shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

D. The contact person on the Project for CITY is designated as Public Works Director or assigned delegate. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before _____.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONSULTANT only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in **Exhibit A**, CITY agrees to pay CONSULTANT a fee not to exceed \$_____. Compensation shall be only for actual services provided based on the rates specified in **Exhibit A**.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason upon ninety (90) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Either party may terminate this Contract upon not less than thirty (30) calendar days written notice should the other party fail to substantially perform in accordance with the terms and/or conditions of this contract or any supplements thereof and if the performance is not cured within that 10-day period after written notice is given.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such

documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONSULTANT’S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 – Indemnity

CONSULTANT agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

SECTION 12 – INSURANCE

CONSULTANT shall provide and maintain:

A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.

B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of CITY.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 –WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.

B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.

C. CONSULTANT shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.

D. CONSULTANT shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT's obligations under this Contract.

G. CONSULTANT shall:

G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;

G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

G.3 Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and

G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

H. The CONSULTANT shall promptly as due, make payment to any person, copartnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

I. The CONSULTANT shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).

J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work 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 employees may be required to work.

K. CONSULTANT will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

L. CONSULTANT will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

SECITON 17 – NON-DISCRIMINATION CLAUSE

CONSULATANT 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 I. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. CONSULTANT further agrees that:

1. During the performance of a contract, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The CONSULTANT, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such CONSULTANT is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this requirement.
4. The CONSULTANT will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 18 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

SECTION 19 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

TO CONSULTANT:

SECTION 20 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 21 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year written.

CITY OF WOODBURN:

By:

Scott Derickson

Title: City Administrator

Date: _____

CONSULTANT:

By:

Title:

Date: _____

ATTACHMENT "C"

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to the City of Woodburn that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

ATTACHMENT "D"

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer IS IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

ATTACHMENT "E"

ADDENDUM ACKNOWLEDGMENT

Addendum Acknowledgment

The undersigned proposer acknowledges receipt of the following Addenda, and any required adjustments have been included in the proposal sum:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

CONSULTANT

FIRM NAME

ADDRESS
