

CITY OF WOODBURN, OREGON

Request for Proposals

DX Recovery repair

DATE & TIME DUE: OCTOBER 12, 2021 AT 2:00PM

SUBMIT PROPOSAL TO CITY OF WOODBURN:

***City of Woodburn
Public Works Department
190 Garfield Street
Woodburn, OR 97071
503-982-5240***



**CITY OF WOODBURN
PUBLIC WORKS DEPARTMENT
Aquatic Center Dx Recovery Repair
Proposals due 2:00 pm, October 12, 2021
REQUEST FOR PROPOSALS**

The City of Woodburn is requesting proposals, from qualified firms, for providing DX Recovery repair for the Aquatic Center Natatorium Munters HVAC unit. The Munters Heat recovery system has history of compressor failure.

A successful firm will be selected based upon the following criteria: 1) Qualifications to perform the scope of services; 2) Prior work experience performing the scope of services; 3) Demonstrated understanding of the scope of services required; 4) References from other communities receiving services; 5) Fee schedule for providing scope of services; and 6) Overall best value to the City.

The City of Woodburn invites firms to submit five (5) copies of the proposal outlining their experience and qualifications in performing work as described in the Scope of Services. The City will receive sealed proposals until **2:00 PM on October 12, 2021**. These should be delivered to the City of Woodburn, Public Works Department, 190 Garfield Street, Woodburn, Oregon 97071. The City will make the Solicitation Document available for viewing at the above address.

The City **will not accept** facsimile proposals. The City **will not accept** any proposals after the stated opening date and time. 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 reject any or all proposals not in compliance with public bidding procedures; to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening; to waive informalities in the proposals; and to select the proposal that is in the best interest of the City.

This project is subject to the prevailing wages rates under the Oregon Prevailing Wages Law (BOLI). Prevailing wage rates are available at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx> and listed as "Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2021" and "Prevailing Wage Rates Amendment Effective August 1, 2021.

A complete copy of the Request for Proposal, invitation to propose, terms and conditions and a detailed description of services required are available on line at <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps> or by contacting: Woodburn Public Works Department, ATTN: Pete Gauthier, 190 Garfield Street, Woodburn, OR 97071, ph. 503-980-2429, pete.gauthier@ci.woodburn.or.us

Questions pertaining to this RFP should be directed to Pete Gauthier, Project Engineer at 503-980-2429, pete.gauthier@ci.woodburn.or.us .

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Title Page	
Advertisement	1
Table of Contents	2
PART 1 Overview	3
PART 2 Timeline	4
PART 3 Scope of Work	5
PART 4 Proposal Content	5
PART 5 Evaluation of Proposals	7
PART 6 Selection Process	8
PART 7 Submittal Requirements.....	9
PART 8 Other Requirements.....	10

Attachments

- Attachment "A" Personal Services Contract Example
- Attachment "B" Submitting Firm Residency Statement
- Attachment "C" Certificate of Non-Discrimination

PART 1

OVERVIEW

The DX recovery compressors have failed catastrophically on three occasions and the controller interface is defective and will need to be replaced. The system is controlled and monitored through an Automated Logic front end.

General Information

A Munters boxcar unit replaced the original Natatorium HVAC System in 2009. The Munters system has a flat plate heat exchanger, DX Recovery and gas-fired heater. The DX recovered heat can be returned to the supply air/or used to heat pool water. The DX piping has failed, leading to catastrophic compressor failure, on three occasions. The system controls temperature and humidity very well but without DX recovery is more expensive to run.

PART 2

TIMELINE

9/10/2021 Publication of Solicitation for Proposals
10/12/2021 Deadline for Submission of Proposals
10/12/2021 Evaluation of Proposals
10/18/2021 Notice of Intent to Award
10/25/2021 Contract Award by City Council
10/26/2021 Notice of Award
10/27/2021 Notice to Proceed
TBD/2022 Completion of Work

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. ALL INTERESTED PARTIES WILL RECEIVE PROPER NOTIFICATION OF CHANGES.

PART 3

SCOPE OF WORK

This project provides professional services to:

1. Provide engineering support, supervision, labor, and materials to complete the work.
2. Provide and replace 2 compressors.
3. Replace suction drier cores, install shell and cores on liquid line with ball valves for ease of clean up
4. Leak check system, evacuate system under 500 microns, and perform refrigerant system clean up
5. Charge system with R-407C refrigerant.
6. Replace I/O Controller and BACview HMI.
7. Remap BMS points as necessary
8. Perform start-up
9. Perform sequence testing of all components, adjustments as needed and verify proper operation of overall recovery unit.
10. Send compressors to factory for analysis and provide report to customer with recommendations
11. A separate proposal will be submitted should analysis report suggest additional steps be taken and/or additional components are found defective after start-up and commissioning.

PART 4

PROPOSAL CONTENT

Proposals must contain and include all information and documentation listed below:

- A. Provide five (5) copies of the proposal to the City. The proposal shall not be more than twenty (20) pages single sided printing, or ten (10) pages double sided printing in length, exclusive of the following:
 - A short cover letter
 - Executive Summary
 - Firm background information
 - Resumes of team members and personnel references
 - Timeline spread sheet
 - Fee estimate spread sheet
- B. List firm size and years in business

- C.** Status as a “Resident” or “Non-Resident” bidder under ORS 279A.120 (Required form included as “Attachment B.”)
- D.** Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- E.** Completed Non-Discrimination Form: The successful submitting vendor agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person based on race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. The submitting vendors 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 C.”)
- F.** The submitting firm must include an Executive Summary of relevant background information and a statement indicating that the firm has the ability to complete the described project in a successful manner.
- G.** Provide a proposal section that describes the submitting firm’s understanding of the scope of services sought.
- H.** Submit an estimate of billable hours to provide required work along with an estimate of total cost of the project.
- I.** Demonstrate that the firm and team have experience in providing HVAC service and design for natatorium settings.
- J.** List three references, preferably within the State of Oregon, which can attest to the quality and variety of services provided by your firm. Include a contact name and telephone number with each reference.
- K.** Describe your firm’s pending work schedule and impacts of availability on your firm’s ability to work on the project following the notice of award.
- L.** If any sub-consultants are proposed, provide a list of tasks, the names, responsibilities, and qualifications of those subconsultants.
- M.** Present an “Hourly Rate” fee proposal and total hours estimated to provide the services as defined by the scope of work.

PART 5

EVALUATION OF PROPOSALS

The City will make a competitive based selection, with all scores based on the evaluation criteria listed below. If the City conducts interviews, then the City will use a combination of interview scores and evaluation criteria scores to make a selection. 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.

Evaluation Criteria

- A. *Qualifications of the Firm:*** The Evaluation Committee will score the proposing firm's qualifications relating specifically to their ability to complete satisfactorily the scope of services outlined in the Scope of Work. (Maximum Score is 20 Points)
- B. *Firm Qualifications and Demonstrated Accomplishments:*** The Evaluation Committee will score the demonstrated accomplishments of the proposing firm in the areas identified by the Scope of Work. (Maximum Score is 15 Points)
- C. *Demonstrated Project Understanding:*** The Evaluation Committee will score the proposing firm's demonstrated understanding of the scope of services sought including a realistic equipment lead time and estimated date of completion. (Maximum Score is 15 Points)
- D. *Organization and Staffing of Proposing Firm:*** The proposing firm must demonstrate the availability of adequate staff to perform the tasks within the allotted time schedule. The firm must provide a clear description of supervision and quality control measures implemented in the execution of a service contract. Experience of management staff and operators will be the distinguishing criteria assessed. (Maximum Score is 15 Points)
- E. *Evaluation of Fee Schedule:*** The Evaluation Committee will score the proposing firm's fee schedule including an estimate of the total billable hours. Additionally, Proposer shall provide and scoring shall take into consideration an estimated total cost as it contributes to the "best value" for the City. (Maximum Score is 35 Points)

The Evaluation Committee will rank each firm based on the sum of points awarded. The evaluation committee will base points awarded solely on the Evaluation Criteria. A maximum total score of 100 points is possible. The Evaluation Committee will establish a short list of no more than three firms following the proposal evaluation and ranking process to enter into negotiations with the Aquatic Center DX Recovery Repair contract.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A.** Following the ranking of submitted proposal information, the Director of Public Works or his designee will join at least two members of the Evaluation Committee and become the “Selection Committee.”
- 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 shall engage in negotiations whose objective shall be obtaining written agreement on:
 - Firm’s performance obligations and performance schedule
 - Compensation to the Firm 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 Firm.
- D.** If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate and begin negotiations with another candidate.
- E.** The Selection Committee will submit its final recommendation to the City Council for formal approval.
- F.** The City will give The Notice of Intent to Award.
- G.** The City Council will award the contract.
- H.** The City and the Firm will enter into an agreement for the work.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **2:00 p.m. on October 12, 2021**. The City **will return** proposals received after this deadline, unopened, to the proposer. The City **will not** accept faxed or emailed proposals.

- A. Proposal:** The proposer will deliver an unbound original and five complete copies of the Proposal to the address shown below.

- B. 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 Contract (attached). A legal representative of the proposer, authorized to bind the firm in contractual matters, must sign the cover letter.

- C. Submit one electronic copy on disk, PDF format**

Direct all correspondence pertaining to this RFP to:

City of Woodburn
Woodburn Memorial Aquatic Center
Eric Liljequist, Public Works Projects & Engineering Director
190 Garfield Street
Woodburn, OR 97071

Phone: 503-982-5241
FAX: 505-982-5242
E-mail: eric.liljequist@ci.woodburn.or.us

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance:

- Proposal shall be legally binding as an offer for a period of 60 days after the closing date. If the City has not accepted a submitting firm's proposal within sixty-(60) 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 bid 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 properly evaluate 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 A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E. Proposal 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 in proposals submitted;
 - To reject all proposals;
 - To award any or all parts of any proposal; and
 - To request references and other data to determine responsiveness

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.

**PERSONAL SERVICES AGREEMENT
AQUATIC CENTER DX RECOVERY REPAIR SERVICES
(SAMPLE)**

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 _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, CITY needs certain professional personal services; and

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

WHEREAS, CONTRACTOR 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 CONTRACTOR under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONTRACTOR's proposal in response to CITY's RFP is incorporated by reference as part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.
- B. CONTRACTOR represents that it is qualified to furnish the services described in this Agreement.
- C. CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform its services.
- D. It is understood that _____ will be designated by CONTRACTOR 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 CONTRACTOR the pertinent information regarding CITY's requirements for the Project.
- B. CITY shall examine documents submitted by CONTRACTOR and shall render decisions promptly, to avoid unreasonable delay in the progress of CONTRACTOR'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 Josh Udermann, Aquatics Supervisor or his designee. CITY shall provide written notice to CONTRACTOR 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 October, 1, 2021 and shall terminate _____, 2022. Upon agreement of both parties.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONTRACTOR 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 CONTRACTOR a fee not to exceed \$_____. Compensation shall be only for actual services provided based on the negotiated price of \$_____ for all work specified in **Exhibit A**. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein by the CITY.

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 DX recovery repair Services for any reason upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement, although instruments of personal service, are and shall be the property of CITY.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement shall be considered as confidential by CONTRACTOR until they are released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONTRACTOR

CONTRACTOR 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 – CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the personal services required under this Agreement, CONTRACTOR 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 CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

Section 11 – INDEMNITY

CONTRACTOR 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 CONTRACTOR, its officers or employees. CONTRACTOR 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

CONTRACTOR 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 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.

ATTACHMENT "A".

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 CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR 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 CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to perform the work. The acceptance of CONTRACTOR'S work by CITY does not operate as a release of CONTRACTOR 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 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

ATTACHMENT "A".

- A. If Contractor 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 Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.
- B. Contractor 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. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. Contractor shall, upon demand, furnish to the City, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to the City thirty (30) days prior to cancellation of said coverage.
- D. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. Contractor 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. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.
- G. Contractor shall:
 - G.1 Make payment promptly, as due, to all persons supplying to the Contractor 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.

ATTACHMENT "A".

- H. The Contractor shall promptly as due, make payment to any person, co-partnership 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 Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor 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 CONTRACTOR 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. Contractor will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 17 – 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 18 – NOTICES

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

TO CITY:

City of Woodburn
Aquatics Supervisor
Josh Udermann
190 Oak Street
Woodburn, OR 97071

TO CONTRACTOR:

SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

ATTACHMENT "A".

This document represents the entire and integrated Agreement between CITY and CONTRACTOR 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 CONTRACTOR

SECTION 20 – GOVERNING LAW

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

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

CITY OF WOODBURN:

CONTRACTOR:

By: _____
City Administrator

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "B"

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: _____

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: _____