

City of Woodburn, Oregon

Request for Proposals

FOR PROFESSIONAL PLAN REVIEW AND BUILDING INSPECTION
SERVICES ON AN AS NEEDED BASIS.

Submittal Deadline: May 24, 2024 @ 5:00pm

Submit Proposal to City of Woodburn:

Melissa Gitt

Building Official

270 Montgomery St.

Woodburn, OR 97071

Email: melissa.gitt@ci.woodburn.or.us

503-980-2430



Proposal Advertisement

Request for Proposals

For Professional Plan Review and Building Inspection Services on an as needed basis.

The City of Woodburn is inviting proposals from qualified firms to provide professional plan review and building inspection services on an as needed basis in the City to ensure compliance with the most recently adopted State Building Codes, regulated through BCD (Building Codes Division). The Building Department, within Community Development serves as the lead department for building and mechanical plan reviews and inspections, coordinating with the Marion County Building Department for plumbing and electric code requirements.

The purpose of this solicitation is to select a State of Oregon approved Third party structural, building, fire/life/safety, and mechanical plan review, and inspection services firm or individual to complete needed plan review and inspection services that will maintain compliance with adopted Codes and all associated referenced standards, rules, and statutes.

The selected firms or individuals must demonstrate the ability to provide a majority of the services required. The City will select a State approved third party firm on a qualification-based criteria for the services identified.

Proposals will be received until 5:00PM on May 24, 2024. These should be delivered to.

Melissa Gitt
Building Official
270 Montgomery St.
Woodburn, OR 97071

All mailed or hand-delivered proposals should be marked "Woodburn Community Development Department, Attn: Plan Review and Inspection RFP, 270 Montgomery St., Woodburn, Oregon 97071." Hand Delivered Proposals will be accepted through the City's Community Development Department, during business hours; 8am – 5pm Monday through Friday.

The City **will not accept** facsimile proposals. The City **will not accept** any proposals submitted after the submittal deadline date and time. The City will return all late proposals unopened to the submitting firm.

Prospective proposers are encouraged to examine the solicitation document by viewing it in a PDF format, available over the Internet from the City's website at

<http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps>. The Request for Proposals may also be viewed or obtained from the City of Woodburn, Community Development Department, City Hall; located at 270 Montgomery St., Woodburn, Oregon 97071 by appointment only; or by emailing Melissa.gitt@ci.woodburn.or.us . All questions should be directed to the Building Official at phone number 503-980-2430 or by emailing melissa.gitt@ci.woodburn.or.us.

A successful firm or individual 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) Evidence that the organization can provide adequate staffing to complete work on time.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All Proposers are required to comply with the provisions of Oregon Revised Statutes Chapters 279 A, B, and C for Public Contracts and Purchasing and the City of Woodburn Public Contracting Rules. The Woodburn City Council is the local contract review board.

The City of Woodburn reserves the right (1) to reject any or all proposals not in compliance with all prescribed public bidding procedures and requirements, (2) to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) to waive informalities in the proposals, (4) to select the proposal which appears to be in the best interest of the City, and (5) to reject for good cause any or all proposals upon a finding that it is the public interest to do so.

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PART 1

OVERVIEW

Professional Plan Review and Building Inspection Services on an as needed Basis.

The City of Woodburn continues to experience record growth in commercial, industrial, and residential construction. The intent of this RFP is to secure a contract with a State of Oregon licensed and approved firm or individual to provide building, structural, fire life safety, and mechanical plan review and inspection services in order to maintain compliance with State of Oregon approved timelines for administering plan review and inspection services. ORS 455.467(1) & (2).

PART 2

Schedule

The following represents the schedule for this RFP. Any change in the following scheduled dates will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

May 8, 2024	Publication of Solicitation for Request for Proposals
May 24, 2024	Deadline for Submission of Proposals
June 7, 2024	Complete Proposal Review Process
June 12 – June 18, 2024	Negotiations with Proposer(s)
July 1, 2024	Notice of Intent to Award
July 8, 2024	Contract Award

****THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION.***

PART 3

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 the Community Development Department.

In the event there is a conflict between these General 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 or facsimile proposals will not be considered.
4. No Late Submissions. If received after the date and time specified for the Submission Deadline, formal proposals, and 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 "SEALED PROPOSAL". Properly marked proposals received prior to the specified time of the Submission Deadline will be securely kept, unopened, in the office of the City Building Official.

The City Building Official or duly appointed representative will determine when the specified time has arrived, and no proposal shall be received thereafter.

6. Communications during the RFP Process. Proposers shall address all inquiries, if any, in writing to Melissa Gitt, who alone is empowered to clarify such inquiries; not later than seven (7) days before the date of opening of the Proposals.
7. Addendum and Supplement to Request. If it becomes necessary to revise any part of this RFP, the City will not mail notice of Addenda, but will publish notice of any Addenda on the City's web site. Addenda may be downloaded off the City's web site. Proposers should frequently check the City's website for any Addenda. Any Addenda will be posted at least five (5) days prior to the deadline for submissions, or as the City otherwise determines is adequate to allow eligible proposers to prepare for the competition.
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. Confidentiality & Public Records. All received Proposals will be held confidential until a recommendation for award has been made by the Community Development Director to the City's Local Contract Review Board. Thereafter, all Proposals will be available for public inspection by submitting a Public Records Request through the City Recorder's Office. If any part of a proposal is proprietary and is claimed exempt from disclosure, the Proposer must separately submit that material along with the Proposal and have it clearly marked as "Proprietary Information; Confidentiality Requested."
10. 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.
11. 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 from.
12. 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.
13. The City has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the RFP in accordance with ORS 279B.100.
14. Authority to bind firm in contract. Proposals MUST give the 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 HIS FIRM IN A CONTRACT and include documentation showing such authority. Firm name and authorized signature must appear on the proposal in the space provided in the

lower right hand corner.

PART 4

PROPOSAL CONTENT

Submission Format

Proposers shall respond to the RFP with a written proposal in the format outlined below. The Proposal shall include as a minimum the following sections arranged in the following specified order:

1. Title Page
2. Executive Summary Letter
3. Table of Contents
4. Management Skills and Technical expertise
5. Credentials of the Project Team
6. Task Understanding
7. Capability for a Timely Response
8. Compliance with Contractual Terms
9. Any supplemental information about your firm.
10. Attachments B & C.

Proposal Content

1. Title Page.

Proposer should identify the RFP subject, name of the individual or firm, local address, telephone number, fax number, name and title of contact person, date of submission, and period for which the proposal is effective (no less than 90 days).

2. Executive Summary Letter.

The Executive Summary Letter should not be more than two pages long and should include as a minimum the following:

- a. A brief statement of the proposer's experience and ability to meet the service objectives.
- b. A positive commitment to perform the services within the time period specified; and
- c. The names of persons authorized to represent the proposer, their title, address, and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents.

The Table of Contents should include a clear and complete identification by section and page number of the materials submitted.

4. Management Skills and Technical Expertise.

Include as a minimum:

- a. A list of five relevant projects completed within the past three years that best illustrate capabilities related to those required for this project, including description, scope, and project cost. Projects should encompass at least three of the different categories listed in Appendix A, General Guidelines.
- b. List three Contracts for which the company is currently providing services to a client similar to the City of Woodburn. Include a description of services performed for the client, contact person and a telephone number. Sub-consultants should provide this information as well.
- c. Information on delivery of projects on time and within budget. Provide execution time (contract/actual); cost (estimated/actual); and any problems encountered and solutions devised.
- d. Client's contact information
- e. Awards and letters of commendation received.

5. Credentials of the Project Team

Include as a minimum:

- a. Identification of Project Manager, and the office location of the Project Manager
- b. Staffing Plan, and the office locations of each person assigned
- c. Project Manager's portfolio of related projects
- d. Project Manager's resume
- e. Resumes of key project staff members including their experience working in City of Woodburn or Marion County
- f. References

6. Understanding of Task Requirements

Provide a narrative describing how you intend to accomplish task requirements. Address your understanding of the requirements.

7. Capability for Timely Response

- a. Proximity of Proposer's office to Woodburn City Hall (driving time)
- b. Acknowledgement and understanding of required timeframe for completion and approval of the plans.

8. Compliance with Contractual Terms

- a. Verify that insurance coverage is available (insurance certificates need not be submitted until the award stage) and express willingness to sign contract as written.
- b. List any proposed contractual terms and conditions that relate to the subject matter reasonably identified in this Solicitation Document or any of its attachments. Note that failure to agree to terms required by Oregon State law or City of Woodburn purchasing rules may be grounds for disqualification of the proposal.

PART 5

EVALUATION & SELECTION OF PROPOSALS

The City's Contract Selection Committee will independently read, review and evaluate each proposal, and selection will be made on the basis of the criteria listed below as depicted on the Proposal Evaluation Matrix contained herein.

Each proposal will be read and evaluated on the basis of the criteria listed. If further evaluation is deemed necessary, the Contract Selection Committee may conduct interviews and have discussions with the top ranked firms (usually the top three depending upon the number of proposals received). The City reserves the right, at its sole discretion, to make an award without interviews.

Once evaluations and interviews (if implemented) are completed, the Contract Selection Committee will finalize the rankings of the submitted proposals. Negotiations for a binding fee/rate schedule will then begin with the top-ranked firm. If a contract acceptable to the City of Woodburn cannot be negotiated at rates considered fair and reasonable, negotiations shall be terminated with the top-ranked firm and negotiations conducted with the next ranked firm, and so on. The Contract Selection Committee will conduct all subsequent negotiations and will make a recommendation to the City Council, serving as the Local Contract Review Board, for the resulting contract award. The City of Woodburn reserves the right to reject all Proposers and/or to withdraw this RFP at any time. The rankings shall remain confidential until after the City issues its Notice of Intent to Award the Contract.

**TO PROVIDE THIRD PARTY PLAN REVIEW AND RELATED SERVICES
PROPOSAL EVALUATION MATRIX**

Maximum Points: 100

FIRM:

	<u>MAXIMUM POINTS</u>	<u>SCORE</u>
1. Management Skills and Technical Expertise	25	_____
2. Credentials of project team	25	_____
3. Understanding of task and requirements	25	_____
4. Capability for a Timely Response	15	_____
5. Compliance with Contractual Terms	10	_____

Total

100

What are the three primary reasons you have for recommending this firm?

What are the three primary reasons you have for rejecting this firm?

General Comments/Clarifications/Questions:

Reservation in Evaluation

The City reserves the right to negotiate with a Proposer over:

- The Statement of Work;
- Compensation level and performance schedules for future work pursuant to ORS 279C.110; and any other terms and conditions as deemed necessary by the City.

Investigation of References

The City reserves the right to investigate and to consider the references and past performance of any proposer with respect to such things as its performance or provision of similar services, compliance with specifications and contractual obligations, and its lawful payment to suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the notice of intent to award in order to complete its investigation.

Preferences

Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider, when procuring good and services for any public use, the City shall apply the applicable preferences described in ORS 279A.120 (Preference for Oregon goods and services) and ORS 279A.125 (Preference for recycled materials).

PART 6

GENERAL INFORMATION

Rights of the City of Woodburn

- Reject any or all proposals not in compliance with all public procedures and requirements;
- Reject any proposal(s) not meeting the specifications set forth herein;
- Waive any and all irregularities in proposals submitted;
- Consider the competency of proposers in making any award;
- Reject all proposals; and Award any and all parts of any proposals.

Prohibition as Subcontractors

No Contractor who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to who the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

Competition Intended

It is the City of Woodburn's intent that this Request for Proposals (RFP) permits competition. It shall be the proposer's responsibility to advise the City of Woodburn in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

Proprietary Information

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.

It is the responsibility of each Proposer to clearly mark any part of his Proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Proposers shall not mark sections of their Proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature.

Subcontractors

The Proposer shall not enter into any subcontracts for any of the work to be performed under this RFP.

Safety

All consultants and sub-consultants performing services for the City of Woodburn are required to comply with OSHA standards and accepted safety rules and regulations.

Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Community Development Director of the City of Woodburn or his authorized representative(s). The firm shall not comply with request and/or orders issued by other than the Department of the Community Development Director or his authorized representative(s) acting within their authority for the City of Woodburn.

Withdrawal of Proposal

- a. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for submittal.
- b. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of the Submission Deadline.
- c. 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.

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.

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.

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"
CITY OF WOODBURN
SAMPLE PERSONAL SERVICES AGREEMENT
CITY OF WOODBURN

THIS AGREEMENT is entered into between the City of Woodburn, an Oregon municipal corporation (the "City"), and [Contractor Name], a [business entity type] ("Contractor").

1. Effective Date and Duration. This Agreement becomes effective upon the last date of signature below. Unless earlier terminated or extended, this Agreement shall expire upon the completion of Work designated under Section 2 and described in Exhibit A, and no later than December 31, 2022.

However, such expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. The scope of work to be performed by Contractor under this Agreement (the "Work") is described in Exhibit A, attached and incorporated by reference into this Agreement. Contractor agrees to perform the Work in accordance with the terms and conditions of this Agreement.

3. Duties of Contractor.

3.1. 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.

3.2. Contractor represents that it is qualified to furnish the services described in this Agreement.

3.3. Contractor shall be responsible for employing or engaging all persons necessary to perform its services.

3.4. It is understood that [name, title] will be designated by Contractor as the person providing services and serving as the main point of contact to the City under this Agreement and that this designated person shall not be replaced without City's approval.

4. Duties of City

4.1. The City shall provide Contractor the pertinent information regarding City's requirements for the Project.

4.2. The City shall examine documents submitted by Contractor and shall render decisions promptly, to avoid unreasonable delay in the progress of Contractor's work.

4.3. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

4.4. The contact person on the Project for City is designated as Chris Kerr, Community Development Director. The City shall provide written notice to Contractor if City changes its contact person.

5. Consideration & Payment. The City agrees to pay Contractor for the Work performed pursuant to the Fee Schedule Agreement (Exhibit A). Compensation shall be billed as follows: [include billing & invoicing details here].

6. Independent Contractor; Responsibility for Taxes and Withholding.

6.1. Contractor shall perform all required Work 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 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor shall also provide, at its sole expense, all equipment and materials necessary to perform the Work described in this Agreement.

6.2. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Agreement declares and certifies that: Contractor's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this Agreement. Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

6.3. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

7. Subcontracts and Assignment; Successors and Assigns.

7.1. City has selected Contractor based on its reputation and specialized expertise. Contractor shall not enter into any subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.

7.2. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

8. No Third Party Beneficiaries. The City and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide 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 Agreement.

9. Contractor's Representations and Warranties. Contractor represents and warrants to the City that (1) it has the power and authority to enter into and perform this Agreement; (2) it is registered and in good standing and licensed to do business in the State of Oregon; (3) this Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (4) the Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with professional standards; and (5) Contractor shall, at all times during the term of this Agreement, be qualified, and professionally competent to perform the Work.

10. Ownership of Work Product. All work product of Contractor that results from this Agreement (the "Work Product") is the exclusive property of the City. The City and Contractor intend that such Work Product be deemed "work made for hire" of which the City shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to the City all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as the City may reasonably request in order to fully vest such rights in the City.

11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor under this Agreement. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct of the City.

12. Insurance. Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof.

13. Termination

13.1. Parties' Right to Terminate for Convenience. This Agreement may be terminated at any time by mutual written consent of the parties.

13.2. The City's Right to Terminate for Convenience. This Agreement may be terminated, in whole or in part, by the City, for any reason, should the City determine that such termination is in its best interest. Termination shall be effective by delivery to Contractor of a written notice of termination at least ten (10) days prior to the termination effective date.

13.3 The City's Right to Terminate for Cause. The City may terminate this Agreement, in whole or in part, immediately upon notice to Contractor, or at such later date as the City may establish in such notice, upon the occurrence of any of the following events:

(i) the City lacks sufficient funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Work under this Agreement is prohibited; or

(iii) Contractor commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform the Work under this Contract within the time specified herein or any extension thereof, and such breach, default or failure is not cured within 5 business days after delivery of the City's notice, or such longer period as the City may specify in such notice.

13.4. Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement upon 10-days' notice to the City if the City fails to pay Contractor pursuant to the terms of this Agreement and the City fails to cure within 5 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

13.5. Remedies.

(i) In the event of termination pursuant to Sections 13.1, 13.2, 13.3(i), 13.3(ii) or 13.4, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the City, less previous amounts paid and any claim(s) which City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to the City upon demand.

(ii) In the event of termination pursuant to Section 13.3(iii), the City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor

was not in default under Section 13.2(iii), the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to Section 13.1.

13.5. Contractor's Tender Upon Termination. Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless the City expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Contractor shall deliver to the City all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon the City's request, Contractor shall surrender to anyone the City designates, all documents, research or objects or other tangible things needed to complete the Work.

14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13.5(ii), 9 or 11, NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS AGREEMENT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

15. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the Work to be done under this Contract.

15.1 Nondiscrimination. City's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of: (i) Title VI and VII of the Civil Rights Act of 1964; (ii) Section 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336); (iv) the Oregon Pay Equity Act (ORS 652.220); and (v) ORS Chapter 659, and all amendments of and regulations and administrative rules established pursuant to those laws, which are incorporated into the Agreement by reference.

15.2 Payments Required by ORS 279B.220. For all goods or services provided under the Agreement, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15.3 Safety & Health Requirements. Goods and services provided under the Agreement shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

15.4 Recycled Materials. Contractor shall, to the maximum extent economically feasible in the performance of the Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

15.5 Employee Hours Worked & Overtime. For those employees of Contractor covered or subject to Oregon employment laws, the Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201 et seq.).

15.6 Workers' Compensation. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under the Agreement 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.

16. Force Majeure. Neither the City, nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 9, 10, 11, 13, 14, 17, and 22.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder will be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Contractor or the City at the address or number set forth on the signature page of this Agreement. Any communication or notice so addressed and mailed will be deemed to be given five (5) days after mailing.

19. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

21. Disclosure of Federal Tax ID Number. Contractor must provide Contractor's federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Federal tax ID numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

22. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Contractor hereby agrees to the in personam jurisdiction of such court and waives any claims of an inconvenient forum.

23. Confidentiality. Contractor, may, in the course of its duties have in its possession sensitive information relating to internal policy and procedure of the City. All such information is confidential and unless permitted by the City in writing, Contractor shall not disclose such information, directly or indirectly, to any party, its counsel or any representatives, or use it in any way, except as required to perform their duties as requested by the City.

24. Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

[Signature Page Follows]

CONTRACTOR DATA, CERTIFICATION AND SIGNATURE
(please print or type)

Name (tax filing):	Address:
Email:	Phone #: Facsimile #:
Social Security #: or Federal Tax ID #:	State Tax ID#:
Citizenship , if applicable: Non-resident alien <input type="checkbox"/> Yes <input type="checkbox"/> No	
Business Designation (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company	
Above payment information must be provided prior to Contract approval. This information will be provided to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. Information not matching IRS records could subject Contractor to 31 percent backup withholding.	

Certification and Execution:

Contractor, by execution of this contract, hereby acknowledges that contractor has read this contract, understands it, and agrees to be bound by its terms and conditions.

The Contractor hereby certifies that: (a) the number shown on this form is Contractor's correct taxpayer ID; and (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding or (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) they are authorized to act on behalf of Contractor, they have authority and knowledge regarding Contractor's payment of taxes, and to the best of their knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

Signed by the Contractor:

[Entity name]

[Signatory's name]
[Signatory's title]

Date

Accepted and Signed by the City:

City of Woodburn

Scott Derickson
City Administrator

Date

City of Woodburn
270 Montgomery Street
Woodburn, OR 97071
Email: Scott.Derickson@ci.woodburn.or.us

ATTACHMENT "B"

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any consultant 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 "C"

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: _____