

CITY OF WOODBURN, OREGON

Request for Proposals Biosolids Removal Project

2815 Molalla Rd.

Woodburn, OR 97071

SUBMIT PROPOSAL TO:

**Public Works Director
Woodburn Public Works Department
190 Garfield Street
Woodburn, OR 97071
(503) 982-5268**

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PROPOSAL ADVERTISEMENT

Request for Proposals

Biosolids Removal Project

RESPONSE DUE SEPTEMBER 25, 2025, AT 2:00 PM

WWTP Biosolids Removal Project: The City of Woodburn is requesting proposals from qualified firms for furnishing equipment labor and materials to remove approximately 2 million gallons of sludge at about 3% solids. Preference will be given to dewatering off site because there is limited capacity to store the liquid on site for processing in the future.

The selected firm must demonstrate the ability to provide removal as processing of the Biosolids in an acceptable manner complying with all local, state as federal requirements at the most favorable cost to the City.

Sealed proposals will be received by **2:00 PM** on Thursday, **September 25, 2025**, at the Woodburn Public Works Department located at 190 Garfield Street Woodburn, OR 97071. All proposals shall be marked "Woodburn Public Works Department, Attn: Biosolids Removal Project, 190 Garfield Street, Woodburn, Oregon 97071." Facsimile proposals will not be accepted. Proposals received after the time set for submission will not be considered responsive, and proposals may not be removed after the time of submission.

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 by emailing pete.gauthier@ci.woodburn.or.us. All questions should be directed to the Project Engineer, Pete Gauthier at phone number 503-980-2429 or by emailing pete.gauthier@ci.woodburn.or.us. Responses to questions will be summarized in writing to all prospective Proposal respondents on the plan holders list. Responses to questions will be summarized in writing to all prospective Proposal respondents. **Pete Gauthier works part time; Tuesdays, Wednesdays, as Thursday mornings until about 10:00.AM**

There will be a non-mandatory pre-proposal walk-through on September 9, at 10:00AM on site at 2815 Molalla Rd. Woodburn, OR 97071

The cost of delivery of Proposals shall be the responsibility of the Proposer. The City will not accept Proposals that require payment by the City.

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.

Heather Pierson
City Recorder
City of Woodburn, OR 97071

PART 1 OVERVIEW

Biosolids have been accumulating in the FSL lagoons at a faster rate than can be applied to the Poplar plantation.

This project is intended to temporarily control the control the sludge accumulation while a permanent solution is designed and constructed.

PART 2 TIMELINE

<u>Schedule</u>	<u>Activity</u>
August 29, 2025	Publication Advertisement for Proposals
September 9, 2025	Pre-Bid Conference/Walkthrough
September 17, 2025	Submission of Proposer Questions
September 25, 2025	Deadline for Submission of Proposals
October 6, 2025	Notice of Intent to Award Issued
October 13, 2025	Local Contract Review Board Awards Contract

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 3 SCOPE OF WORK

Remove and process 2 million gallons of FSL Sludge (Biosolids) off site.

1. Plant staff will run the dredge
2. Plant staff will load the trucks

3. Plant staff will sample each truck load to determine % solids for the load.

Sampling will take place at the day tank discharge manifold during the middle 2/3 of the truck capacity.

The sludge is estimated to be approximately 3% solids. Payment will be based on an average price per gallon at 3% solids and will be adjusted up or down at a linear rate for each 0.1 % increase or decrease for the average sludge concentration for each load.

Payment method is negotiable after selection and before award.

There is no extra capacity to return water from the sludge to the plant so off site processing is preferred.

PART 4 PROPOSAL SUBMITTALS

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. Appendices A and B.

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 BOA Contracts for which the company is currently providing services to a client similar to the Town. 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); construction 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 City of Woodburn or Marion County experience
- 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 that there will be a required timeframe for completion and approval of the plans.

8. Compliance with Contractual Terms

- a. Complete Certification Form and Signature Sheet included at Appendix F
- b. Verify that insurance coverage is available (insurance certificates need not be submitted until the award stage) and express willingness to sign contract as written.

- c. List any proposed contractual terms and conditions that relate to the subject matter reasonably identified in this Solicitation Document or any 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.

Overall Quality and Completeness of the Proposal will be reviewed for:

1. Completeness
2. Attention to Detail
3. Clarity
4. Organization
5. Appearance

PART 5 EVALUATION & SELECTION OF PROPOSALS

The proposals will be evaluated on technical expertise, understanding of the project, capability of a timely completion and Total cost. The City's Contract Selection Committee will independently read, review and evaluate each proposal, and selection will be based on the criteria listed below as depicted on the Proposal Evaluation Matrix contained herein.

Each proposal will be read and evaluated based on 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 BIOSOLIDS REMOVAL SERVICES PROPOSAL EVALUATION MATRIX

Maximum Points: 100

FIRM:

	<u>MAXIMUM POINTS</u>	<u>SCORE</u>
1. Technical Expertise	25	_____
2. Understanding of task and requirements	25	_____
3. Capability for a Timely Response	15	_____
4. Methodology and disposal	25	_____
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.11
- 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).

Proposal Rejections

The City reserves the right to:

- 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.

Protests and Appeals

An affected person may protest the solicitation process or award of this contract. Protests must be submitted in writing and delivered in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules Ordinance.

PART 6 SAMPLE CONTRACT AGREEMENT

SAMPLE CITY OF WOODBURN 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 _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, CITY needs certain CONTRACTOR 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.

SECTION 2 – DUTIES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the quality and coordination of all work furnished by CONTRACTOR under this Agreement.
- B. CONTRACTOR represents that it is qualified with the necessary training and skills to furnish the services described in this Agreement.
- C. CONTRACTOR shall provide, at its sole expense, all equipment and materials necessary to perform the services described in this Agreement.
- D. CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform its services and will abide by all applicable State and Federal laws regarding the employing or engaging said persons including, but not limited to, tax reporting, anti-discrimination, and workers compensation.

- E. CONTRACTOR is engaged as an independent contractor and is responsible for any federal or state taxes applicable to any payments made under this Agreement.
- F. CONTRACTOR shall obtain and maintain a valid business registration with the City of Woodburn.

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONTRACTOR the pertinent information regarding CITY's requirements for the services to be provided.
- B.

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 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 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 services for any reason upon written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said notice.

SECTION 7 – CONFIDENTIALITY

All documents or information including, but not limited to, lists of customers and participants, future plans, and other business affairs provided by CITY to CONTRACTOR shall be considered as confidential. 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. CONTRACTOR shall not use any such documents or information for any purpose other than providing the services set forth in this Agreement.

SECTION 8 – CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the professional 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 9 – 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 10 – INSURANCE

CONTRACTOR shall provide and maintain:

- A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Automobile liability Insurance with a limit not less than \$1,000,000 per occurrence-combined single limit or \$1,500,000 bodily injury and \$1,000,000 property damage.
- C. If applicable, 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 and be non-contributory and waive subrogation rights.
 - 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 11 – 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 12 – WAIVERS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 13 – NOTICES

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

TO CITY:

TO CONTRACTOR:

270 Montgomery Street
Woodburn, OR 97071

—

SECTION 14 – 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.

- 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. Pursuant to ORS 279B, CONTRACTOR specifically represents and warrants that CONTRACTOR has complied with all applicable federal, state, and city tax laws, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- G. CONTRACTOR covenants to comply with all tax laws referenced above during the term of this contract and that any failure to comply is an express breach and City may terminate this Contract and seek damages as allowed herein or under applicable law.
- H. 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.
- I. CONTRACTOR shall:
 - 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;
 - 2. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
 - 3. Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and
 - 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- J. 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.

- K. 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.).
- L. 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.
- M. CONTRACTOR will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 15 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

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 16 – 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 17 – 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: _____

Print: Scott Derickson

Title: City Administrator

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK

Remove and process off site, 2 million gallons of FSL Sludge/Biosolids

4. Plant staff will run the dredge
5. Plant staff will load the trucks
6. Plant staff will sample each truck load to determine %solids for the load.

Sampling will take place at the dredge discharge during the middle 2/3 of the truck capacity.

The sludge is estimated to be approximately 3% solids. Unless negotiated otherwise in advance, payment will be based on an average price per gallon at 3% solids and will be adjusted up or down at a previously determined rate for each 0.1 % increase or decrease for the average sludge concentration for each Truck load.

Contractor is responsible for all equipment, labor, and supplies to transport, process, and dispose of water and biosolids.

There is now extra capacity to return dewatered sludge to the plant so off site processing is required.

Payment will be based on Price per Dry Ton.

1. Dry ton may be measured at the processing facility verified by a third party
2. Dry Ton can be calculated based on the samples taken at the sample port on the manifold during loading.
- 3.

PART 7 GENERAL INFORMATION

Late Proposals

- LATE Proposals will be returned to Proposer UNOPENED, if RFP number, acceptance date and Proposer's return address is shown on the container.

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 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.

Delivery

Proposer must show number of days to complete delivery according to the City of Woodburn's schedule which will be determined for each assignment. Consistent failure to meet delivery promises without valid reason may cause removal from proposers list. Delivery shall be made during normal working hours only, 9 a.m. to 5 p.m., unless prior approval for late delivery has been obtained from the City of Woodburn.

Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Public Works Director. The City of Woodburn has the right to extend delivery date if reasons appear, in the sole discretion of the City of Woodburn to be valid. Contractor must keep the City of Woodburn advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Public Works Director to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor.

Inquiries

Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date.

Rights of the City of Woodburn

The City of Woodburn reserves the right to accept or reject all or any part of any Proposal, waive minor technicalities and award the contract to best serve the interest of the City of Woodburn.

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

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

Proposers shall include a list of all subcontractors in their Proposal. Proposals shall also include a statement of the subcontractors' qualifications. The City of Woodburn reserves the right to reject the successful firm's selection of subcontractors.

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 Department of Public Works 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 Public Works Director or his authorized representative(s) acting within their authority for the City of Woodburn.

Invoicing and Payment

The Contractor shall submit invoices, in triplicate, upon completion of each project, such statement to include a detailed breakdown of all charges for that monthly period and the City of Woodburn Purchase Order Number. No invoice will be paid which does not reference the City of Woodburn Purchase Order.

Invoices shall be based upon actual services rendered and actual hours of performance. All such invoices will be paid promptly by the City of Woodburn unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Woodburn

Public Works Department
Attn: Public Works Director
190 Garfield Street
Woodburn, OR 97071

Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data is necessary to enable an exact interpretation of provisions of this request, revisions will be provided to all firms who receive or request this RFP.

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 acceptance.
- 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.

APPENDIX-A

REFERENCES

APPENDIX-A

Reference for:

Proposers shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____
2. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____
3. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____
4. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

APPENDIX-B
RFP SUBMISSION FORM

RFP SUBMISSION FORM

Architectural/Engineering & Related Services

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____

Title _____

Telephone No. _____

Fax No. _____

E-mail _____

Organized under the laws of State of _____

Principal place of business at _____

Following are names and addresses of all persons having ownership of 3% or more in the company

(attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The *City of Woodburn* requests, as a matter of policy, that any consultant or company receiving a contract of award resulting from this Request for Proposal issued by the City of Woodburn shall make certifications as specified below. Receipt of such certifications shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *City of Woodburn*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION III – CONFLICTS OF INTEREST

The Proposer [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the proposer is prepared to sign a non-disclosure agreement.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, company, or person submitting for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION V - NON-DISCRIMINATION CLAUSE

The proposer agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation, veterans status or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any proposer who is in violation of this clause shall be barred from receiving awards of any purchase order from COW, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION VI - RESIDENCY CERTIFICATE

Please Check One:

_____ **Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.**

-or-

_____ **Non-Resident Proposer: Proposer does not qualify under requirements stated above.**

Please specify your state of residence: _____

Signature _____

Date _____

Name (Printed) _____

Title _____