



# Council Business Meeting

February 6, 2024

<b>Agenda Item</b>	Facility Planning Optimization and Management Plan		
<b>From</b>	Scott Fleury PE	Public Works Director	
<b>Contact</b>	<a href="mailto:Scott.fleury@ashland.or.us">Scott.fleury@ashland.or.us</a>		
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>		

## **SUMMARY**

Before the Council is a request to approve a contract for professional services with ORW Architecture in the amount of \$210,209 for development of a Facility Planning Optimization and Management Plan. A formal Qualifications Based Selection (QBS) solicitation was advertised statewide and ORW Architecture was the only responder.

## **POLICIES, PLANS & GOALS SUPPORTED**

### **City Council Vision and Values**

Organization:

- Excellence in governance and city services
- Sustainability through creativity, affordability, and rightsized service delivery
- Public safety, including emergency preparedness for climate change risk
- Quality infrastructure and facilities through timely maintenance and community investment

### **Climate Energy Action Plan**

Buildings and Energy:

BE-1-2. Promote switching to low- and non-carbon fuels. Integrate as part of planning in BE-1-1.

BE-1-3. Facilitate and encourage solar energy production. Begin exploring increased local solar energy production as part of the 10-by-20 ordinance implementation.

BE-1-4. Enhance production of on-site solar energy from City facilities. Prioritize and development implementation plan and funding for recently completed City facility solar audit.

BE-3-1. Use results from City Facilities Energy Audit to prioritize City Facilities Capital Improvement Plans (CIPs) and maintenance improvements. Budget funds are secured to begin this action immediately.

BE-2-2. Require building energy scores to identify and incentivize cost-effective energy efficiency improvements.

Strategy BE-4. Improve demand management.

Strategy BE-5. Prepare and adapt buildings for a changing climate.

BE-5-1. Encourage heat-tolerant building approaches such as cool roofs and passive cooling.

## **BACKGROUND AND ADDITIONAL INFORMATION**

The last Facility Master Plan completed by the City was done in 2008. Since that time there has been significant structural reorganizing of employees throughout all Departments and facilities. The new plan will look at City operation functionality within each public building and recommend structural changes that could include





# Council Business Meeting

changing and combining divisions, improving public meeting spaces and customer service locations that might lead to the ability to divest in some City owned buildings.

In addition to the space needs analysis ORW has subcontracted McKinstry to perform a full facility assessment of critical systems. This condition assessment information will be used by the City to enhance the current asset management database with updated information on heating, ventilation, air conditioning, mechanical, plumbing, structural and roof systems. Understanding the condition and life cycle of all the critical components for City facilities will allow the staff to be proactive when it comes to budgeting for replacement/upgrades.

The Facility Master Plan and Asset Management Plan also includes Parks facilities, and the cost will be shared between the Facility Fund and the Parks Department.

The outcome of the plan will help the City develop project(s) to improve current city building functionality from both a basic operational standpoint, but also provide better public meeting space and improved customer service interactions.



## **Request for Proposal**

On April 13, 2023, a Qualifications Based Selection (QBS) Proposal for professional services for the Facility Planning Optimization and Management Plan was advertised on Oregonbuys, in the Daily Journal of Commerce and posted on the City’s website. This solicitation document was developed internally by staff and approved by the Legal Department prior to release. A qualifications selection process entails selecting a consultant solely based on their qualifications to perform the proposals scope of work. Once a consultant is selected a final scope and associated fee is developed.

In addition to updating the master plan the RFP required a separate scope for development of a unified operations and maintenance plan (O&M).

On May 11, 2023, the City of Ashland received one (1) proposals to provide consultant services for the project. An criteria evaluation team of Scott Fleury PE, Director of Public Works; Michael Morrison, Deputy Public Works Director of Operations; Jason Strait, Engineering Project Manager and Karl Johnson, Associate Engineer, completed a comprehensive review of the proposals. The proposal was scored in accordance with the criteria listed in the Request for Proposal document. Scoring was conducted individually and independently



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by each team member with the scores totaled to determine the top ranked firm. The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
ORW Architecture	381	1

Criteria	Maximum Score
Project Approach	20
Project Experience	20
Project Team Experience	30
Demonstrated Ability	30
<b>TOTAL 100 Points</b>	

After initial scoring was completed Public Works staff began formal scope and fee negotiations with ORW Architecture for the project. Staff met with ORW Architecture and their subconsultant McKinstry to discuss project parameters and provide background data for use in development of the formal scope of work, reference attachment #2.

### **FISCAL IMPACTS**

The Facility Planning Optimization and Management Plan study funding is appropriated within the 2023-25 Biennium Budget and cost will be shared between the Facility Fund and Parks Department.

### **DISCUSSION QUESTIONS**

Does the Council have any questions about the Facility Optimization Master Plan process?

### **SUGGESTED NEXT STEPS**

Next steps include issuing notice to proceed after award of contract.

### **REFERENCES & ATTACHMENTS**

Attachment #1: Professional Services Contract with ORW Architecture

Attachment #2: Qualifications Based Selection-Request for Proposal



December 20, 2023

Scott Fleury, P.E. Public Works Director  
City of Ashland  
20 East Main St.  
Ashland OR, 97520



re: Fee Proposal City of Ashland  
Facilities Planning and Management Plan

Dear Scott:

On behalf of ORW Architecture, I am pleased to submit this fee proposal for the Facilities Planning and Management for the City of Ashland. Please find the Scope of Work and Pricing on the following pages.

The Facilities Assessment work will be done by our consultant McKinstry. McKinstry’s FCA is unique—comprehensive, meticulous, and built from the bottom up using the full depth and breadth of design, construction, operations, and maintenance expertise. They bring a long history of experience in design and facility assessment that enables them to provide a comprehensive and reliable assessment

The Coordination and Planning Update will be completed by ORW Architecture. We welcome the opportunity to continue our long-standing and positive professional relationship with The City of Ashland.

We propose to provide the following services:

**McKinstry Facilities Assessment:**

- Facilities Assessment by our consultant McKinstry
- Engineered Maintenance Plan
- Communication Tools
- Buildings Included in the Scope of work (see Exhibit A McKinstry Proposal)

Service	
FCA.....	304 Hrs.
EMP.....	48 Hrs.
Asset Tagging .....	32 Hrs.
CMMS Consulting .....	16 Hrs.
Reveal TM.....	44 Hrs.
Total.....	444 Hrs.
<b>Total Not to Exceed.....</b>	<b>\$83,174</b>

\*Annual fee for Reveal beyond the first year - \$1,674 with a 3% increase each year thereafter

**ORW Coordination / Planning:**

- PHASE 1: Facilities Conditional Assessment.....85 Hrs.
- PHASE 2: Space & Programming Needs Assessment
  1. **Public outreach plan / Develop a foundation and framework for the plan.....120 Hrs.**
  2. **Interviews to identify facility needs and deficiencies.....34 Hrs.**
  3. **Building programming for listed buildings.....142 Hrs.**
  4. **Final phase 2 deliverable / Program update.....142 Hrs.**
  5. **Present findings of space needs analysis to the City Council at a Study Session....25 Hrs.**
- PHASE 3: Final Plan Development and Adoption.....185 Hrs.
- ORW Total Hrs.....733 Hrs.

**Total Not to Exceed.....\$127,035**  
**Grand Total ORW Structural and McKinstry.....\$210,209**

Travel McKinstry.....\$3,760  
ORW Reimbursables.....\$1,000

Please do not hesitate to contact us if you have any questions about the Scope of Services or Fee that we have proposed. Thank you again for this opportunity to continue serving the City of Ashland.

Sincerely,



J. David Wilkerson, II, AIA, LEED AP BD+C  
Principal Architect

att: The City of Ashland List of included buildings, Hourly Rate Schedules

ACCEPTED:

SIGNATURE

DATE

Department	Bldg Name	Facility ID	Address	SF
<b>Public Works</b>				
1	Briscoe Elementary	1	265 N Main St	32,289
2	City Hall	4	20 E Main St	4,451
3	Community Center	3	Winburn Way	4,289
4	Pioneer Hall	6	Winburn Way	2,860
5	Community Development	2	51 Winburn Wy	20,748
6	Calle Guanajuato Restrooms	74	51 Winburn Wy	1,342
7	Fire Station #2	68	1860 Ashland St	7,120
8	Fire Station #1	67	455 Siskiyou Blvd	12,964
9	Golf Maintenance Shop Area	60	3060 Highway 66	6,181
10	Golf Maintenance Covered Storage and RR	114	3060 Highway66	3,097
11	Service Center, Water Distribution	58	90 N Mountain Ave	20,426
12	Street/Shop; Street Operations, Fleet, Facilities	73	90 N Mountain Ave	6,380
13	The Grove, Parks & Rec, Utility Billing	34	90 N Mountain Ave	9,745
14	Council Chambers/ Courts	63	90 N Mountain Ave	5,568
15	Police Department	64	90 N Mountain Ave	<u>9,770</u>
Sub total				147,230
<b>Parks &amp; Rec</b>				
1	Skate Park RR	20	Near Intersection of Water St & W Hersey St	293

2	Ashland Creek Park RR	15	Near Intersection of Water St & W Hersey St	401
3	Lithia Park Cotton Memorial RR	171	Granite St	588
4	Dog Park RR	19	950 Perozzi St	343
5	Garden Way Park RR	40	771 Garden Wy	280
6	Garfield Park RR near splash pad	62	E Main St a California St	1,057
7	RR S of Lithia Bandshell	54	Winburn Wy	1,032
8	Parks Admin Office AKA the cabin	56	Lithia Park S Pioneer St at Granite St	1,568
9	Parks Admin, aka parks annex and public RR	86	Lithia Park S Pioneer St at Granite St	1,422
10	Lithia Park Playground RR	41	Winburn Wy	1,161
11	Lithia Park Shops	85	S Pioneer St at Granite St	402
12	Lithia Parks Materials & Equipment Storage	84	S Pioneer St at Granite St	2,189
13	Lithia Park Storage	55	S Pioneer St at Granite St	4,052
14	N Mountain Park Baseball concession stand, RR, clubhouse	10	610 N Mountain Ave	2,822
15	N Mountain Park Baseball batting cage & storage	12	610 N Mountain Ave	3,556
16	N Mountain Park Nature Center Office	8	620 N Mountain Av	2,384
17	N Mountain Park Nature Center Barn	27	620 N Mountain Av	1,010
18	N Mountain Park Shop & Softball concession stand, RR, clubhouse	11	610 N Mountain Ave	2,418
19	N Mountain Park Softball material and equipment storage	13	610 N Mountain Ave	3,678
20	Golf Pro Shop and Driving Range	50	3060 Highway 66	3,647
21	<b>Golf Driving Range</b>	122	3060 Highway 66	1,715

22	Lithia Park Root Memorial RR	65	Winburn Way (across from 369 Granite St)	679
23	Railroad Park RR	31	785 A St	395
24	Hunter Park RR	46	Homes Ave	2,494
25	Hunter Park-Daniel Meyer Pool Locker Rooms	47	Homes Ave	5,506
26	Senior Center	49	Homes Ave	4,396
27	Swim Reservoir RR	37	Granite St & Grandview Dr	247
28	Lithia Park Tennis Court RR (between tennis courts & duck pond)	53	Winburn Way	<u>598</u>
43			sub-total	<u>50,333</u>
			<b>Total</b>	<b>197,563</b>



**REQUEST FOR PROPOSALS  
QUALIFICATIONS BASED SELECTION**

**Professional Engineering Services  
for  
PROJECT 2022-04  
Facility Planning Optimization and Management Plan**

**PROJECT NO: 2022-04**  
**PROJECT TYPE: Professional Consultant Services**  
**PROPOSALS DUE: May 11, 2023**  
**SUBMIT PROPOSALS TO: City of Ashland Public Works -  
Engineering, at 51 Winburn Way,  
Ashland OR 97520;  
or by mail to:  
20 E. Main Street, Ashland, OR 97520**  
**CITY PROJECT MANAGER: Scott Fleury P.E., Public Works Director**  
**PROJECT DURATION: Phase 1: Facility Assessment  
Phase 2: Space and Programming Needs  
Phase 3: Final Plan Development & Plan  
adoption  
12 months total duration**



**CITY OF  
ASHLAND**

**PUBLIC WORKS ENGINEERING  
20 E. MAIN STREET  
ASHLAND OR 97520  
541/488-5587**

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**ADVERTISEMENT**  
**CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS**  
**QUALIFICATIONS BASED SELECTION**  
**for**  
**PROFESSIONAL CONSULTANT SERVICES**

The City of Ashland (City) is seeking Proposals for professional consultant services for Project **2022-04 Facility Planning Optimization and Management Plan**. The purpose of the project is to development of a sound, actionable, and fiscally responsible facilities plan that supports the entire City government organization by providing safe and inviting work environments that meet the varying operational needs of all City Departments.

The City's intent is to retain a consulting firm with the qualifications and staff resources necessary to perform City governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, and development of a long-term facilities master plan. The facilities master plan should focus on the preservation and potential redevelopment and/or readapting and/or divestment of current facilities. The plan should establish a framework for the anticipated City facility needs for the next thirty years.

Goals of the project include, developing a firm understanding of what City services should be provided within existing facility locations, what if any facilities and there uses can be combined or divested, and development of a facility management plan that can be tied to the City's existing asset management system.

**PHASE 1: Facilities Conditional Assessment**

**PHASE 2: Space and Programming Needs Assessment**

**PHASE 3: Final Plan Development and Adoption**

Proposals must be physically received by **May 11, 2023** (main lobby clock), in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing Proposals should allow normal delivery time to ensure the timely receipt of their Proposals. Any Proposal received after the date and time set for receipt of Proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City's Project Manager, Scott Fleury P.E., Public Works Director at 541/488-5587 or by email at [scott.fleury@ashland.or.us](mailto:scott.fleury@ashland.or.us). Consultant selection is anticipated to result in the issuance of a contract for professional engineering services in a form substantially similar to the one provided in this RFP.

Proposal documents may be downloaded from OregonBuys (<https://oregonbuys.gov/bsa/>). Any addenda that may be issued relating to this RFP will be available OregonBuys, and potential proposers are cautioned to continuously monitor the site for updates and addenda.

All Proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for Proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to eight (8) pages and must include the services of a Professional Engineer registered in Oregon.

Consultant selection will be based upon weighed criteria as set forth in this Solicitation Document and will include criteria including, but not limited to: similar project experiences, general experience, staffing availability, schedule and response time.

The City of Ashland reserves the right to cancel this procurement or reject any and all Proposals in accordance with ORS 279B.100.

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Scott Fleury, PE, Public Works Director

First date of solicitation: April 13, 2022  
RFP for Project #2022-04

**CITY OF ASHLAND  
DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSALS – QUALIFICATIONS BASED SELECTION**

**PROJECT NO. 2022-04  
Facility Planning Optimization and Management Plan**

**SECTION 1 - PROJECT OVERVIEW**

**1.1 Objectives**

The City of Ashland (City) is seeking Proposals from professional engineering consultants for Project **2022-04 Facility Planning Optimization and Management Plan**. The purpose of the project is to development of a sound, actionable, and fiscally responsible facilities plan that supports the entire City government organization by providing safe and inviting work environments that meet the varying operational needs of all City Departments.

The City’s intent is to retain a consulting firm with the qualifications and staff resources necessary to perform City governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, and development of a long-term facilities master plan. The facilities master plan should focus on the preservation and potential redevelopment and/or readapting and/or divestment of current facilities. The plan should establish a framework for the anticipated City facility needs for the next thirty years.

Goals of the project include, developing a firm understanding of what City services should be provided within existing facility locations, what if any facilities and there uses can be combined or divested, and development of a facility management plan that can be tied to the City’s existing asset management system.

The project will include, but is not specifically limited to, the following phases:

**PHASE 1: Facilities Conditional Assessment**

**PHASE 2: Space and Programming Needs Assessment**

**PHASE 3: Final Plan Development and Adoption**

**1.2 Background Information**

This City of Ashland has a current population of 21,500 and the City has 245 full time equivalent personnel budgeted for in the 2021-2023 Biennial Budget. The City provides a full range of municipal services through various operating Departments and Divisions.

The City has approximately 90 properties; 47 City utilized and managed properties and 42 that are managed by Ashland Parks and Recreation. In addition, there are 51 slivers of rights-of-way that serve no dedicated City purpose and could be surpluses and returned to adjacent property owners thereby removing the maintenance (weeds and fire prevention) responsibility from the City.

**1.3 Reference Documents**

All available reference documents and information shall be provided to the selected consultant firm.

## SECTION 2 - SCHEDULE

The schedule of events listed below represent City's estimated schedule for this request for proposal. This schedule is SUBJECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1.	Request for Proposal Released	0	4/13/2023
2.	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	5/1/2023
3.	Last Date for City to Post Addenda	3 days prior to Proposal Closing	5/8/2023
4.	Closing Date (last day to submit Proposals)	~30 days after Proposal Release	5/11/2023
5.	Responses Evaluated	~15 days after Closing Date	5/26/2023
6.	Interviews Held (if necessary)	~25 days after Closing Date	6/1/2023
7.	Intent to Award Announced	~30 days after Closing Date	6/6/2023
8.	Contract Negotiations	~40 days after Closing Date	6/16/2023
9.	Expected Project Completion (all phases)	12 months after Contract Award	8/1/2024

## SECTION 3 - SCOPE OF SERVICES

### 3.1 General Requirements

- Personnel, Materials, & Equipment: The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.
- Safety Equipment: The Consultant shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State, Federal regulations and Department policies and procedures.
- Professional Responsibilities: The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.
- Project Management: The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Consultant will organize and manage the consultant project team and coordinate with city project manager and City staff.
- Monthly Invoices and Progress Reports: The Consultant shall prepare monthly invoices and progress reports including the following:
  - Work Completed during the month by work task as a percentage of completion.
  - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
  - Scope, Schedule, and Budget Issues and Changes.

### 3.2 Specific Requirements

The City of Ashland (City) is seeking professional consultant services for Project **2022-04 Facility Planning Optimization and Management Plan**. The purpose of the project is to development of a sound, actionable, and fiscally responsible facilities plan that supports the entire City government organization by providing safe and inviting work environments that meet the varying operational needs of all City Departments.

The City's intent is to retain a consulting firm with the qualifications and staff resources necessary to perform City governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, and development of a long-term facilities master plan. The facilities master plan should focus on the preservation and potential redevelopment and/or readapting and/or divestment of current facilities. The plan should establish a framework for the anticipated City facility needs for the next thirty years.

Goals of the project include, developing a firm understanding of what City services should be provided within existing facility locations, what if any facilities and there uses can be combined or divested, and development of a facility management plan that can be tied to the City's existing asset management system.

### **3.2.1 PHASE 1: Facilities Condition Assessment**

1. Prior to the start of on-site assessments, the Consultant shall work with the City in developing assessment standards to ensure consistency and completeness of data gathered at different facilities.
2. The Consultant shall provide an assessment schedule with planned survey dates for specific facilities.
3. The assessment shall be performed by individuals trained and licensed and/or certified in construction, engineering or architecture for the specific building systems they are assessing
4. The assessment shall be conducted in accordance with established industry standards
5. The Consultant shall obtain from the City, where available, existing drawings and plans and review those drawings and plans for each facility prior to its on-site assessment. It should be noted that in some cases complete records for a particular building may not be available.
6. The Consultant shall perform a non-destructive visual inspection of each facility to identify systems-level deficiencies and life-cycle conditions
7. The Consultant shall review, document, and photograph physical condition deficiencies
8. The Consultant shall provide a facilities conditional assessment document which shall include, but shall not be limited to the following for each facility:
  - I. A narrative summary of the facility and building system shall be documented in addition to the standard quantitative information
  - II. Categorization of immediate, short-term, and long-term capital repair and replacement requirements with project timelines to include
  - III. Assessment of current structural conditions of City owned/operated building
  - IV. Assessment of each building's compliance with all applicable building codes
  - V. Estimated life expectancy of the building
  - VI. Identification of major repairs which require immediate undertaking (present-5 years out)
  - VII. Estimate of likely cost of necessary immediate repairs
  - VIII. Identification of major repairs which will likely be necessary in the foreseeable future (5, 10, 20, and 30 years out)
  - IX. Estimate of likely costs of the long term repairs
  - X. Assessment of current mechanical systems and components thereof
  - XI. Assessment of the functioning condition of each system and the components thereof
  - XII. Estimation of life expectancy of each system and/or components thereof
  - XIII. Estimation of the likely cost of repairing each system and/or components thereof

### **3.2.2Phase 2: Space and Programming Needs Assessment**

1. Develop public outreach plan
  - I. Develop foundation and framework for plan
  - II. Develop outreach strategies
    - a. Messaging
    - b. Survey's



- c. Open House
    - III. Implement outreach strategies
    - IV. Evaluate and improve as required
- 2. The Consultant shall conduct interviews with designated City representatives to elicit individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies.
- 3. For each building, the Consultant shall provide building programming to:
  - I. Identify the nature of work performed in or function of each workspace
  - II. Identify on an inter-departmental basis and an intra- and inter- divisional basis what working relationships exist and the level of intensity of those working relationships
  - III. Identify the physical proximity needs of the aforesaid interdepartmental and inter- and intra-divisional working relationships
  - IV. Assess whether the proximity of work performed in one space and interrelated with work performed in another space promotes or inhibits the effectiveness and efficiency of the overall work performed in the two or more spaces
  - V. Identify the number of employees using each space
  - VI. Identify ancillary and accessory programming requirements, such as, but not limited to, data and communications, conference/meeting rooms, printer/copier areas, and file & storage space. Also include functional spaces, such as restrooms, mechanical spaces, vestibules, stairwells, elevators, hallways, and similar space allocations
  - VII. Identify security issues and concerns and ways they can be addressed
  - VIII. Assess whether the particular space is currently adequate given the nature of the work performed therein or the function thereof, to include available information technology infrastructure
  - IX. Assess the locations of public safety facilities in relation to emergency service response times
  - X. Assess whether the particular space will be adequate into the foreseeable future (5, 10, 20, and 30 years out) given the nature of the work performed therein or function thereof and the possible expansion of the work or the number of employees performing such work
  - XI. Assess each facility's exterior features that support the facility on its site, including public and entry access, on-site storage, and vehicle accommodations
  - XII. Assess parking capacity for public and staff needs including parking for bicycles
  - XIII. Assess public accessibility to public meeting spaces and departmental services
- 4. Final phase 2 deliverable shall be program update/statement of requirement documents including, but not limited to:
  - I. Assessment of departmental and division space needs and requirements
  - II. Assessment as to whether current spaces are functioning in order to undertake the work of the City efficiently and effectively
  - III. Identification of any efficiency and cost-effective layout alterations that may provide space for additional employees to possibly defer additional construction activity.
  - IV. Forecasts for departmental growth and space needs
  - V. Critical adjacencies between and within Departments
  - VI. Desired support areas and amenities
  - VII. Departmental security and safety needs
  - VIII. Desired image of the organization and desired outward image of current and future facilities.
- 5. Present findings of space needs analysis to City Council at a Study Session

### **3.2.3 PHASE 3: Final Plan Development & Plan Adoption**

1. Facilitate a process to gain consensus among City departments on a preferred master plan strategy or group of strategies

2. Using information developed in Phase 1 and Phase 2, provide a master plan which takes into consideration the City's anticipated future needs for space and the organizational use of such space, including development or use of space not currently owned, operated or used by the City, if such additional space is deemed necessary to the cost effective and efficient operation of City government.
3. Develop a short-term (1-4 years), mid-term (5-15 years) and long term (15-30 years) sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity, as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation.
4. Present findings to City Council at a Study Session and Business Meeting
5. Final documents shall include, but are not limited to:
  - I. Master Plan Strategies
  - II. Preliminary project budgets
  - III. Preliminary project schedules
  - IV. Other Relevant/Diagrammatic information

#### SECTION 4 - EVALUATION CRITERIA

Written Proposals will be evaluated and scored and a contract may be awarded based upon the proposer's qualifications and experience as described below:

##### 4.1 Project Approach (20 Points Possible)

Provide a description of your firm's approach to completing major facility master plans for municipalities. Include a summary of prior partnerships with the City if any. Include a summary of your quality control program utilized to deliver successful facility master plans.

##### 4.2 Project Experience (20 Points Possible)

- a. Describe how your firm is organized and how its resources will be utilized to complete the work.
- b. Provide a summary of relevant facility master plan development experience.
- c. Provide a concise description of at least three (3) projects in the last ten (10) years, involving similar work to those listed in the scope of work.
- d. Indicate which members of the proposed project team, if any, who worked on the example projects, and their involvement. These team members should be included in the Key Persons list submitted in 4.3(b) below.
- e. Submit references for three of the projects described above. Include the Owners name, organization name, contact name, contact email and phone.

##### 4.3 Project Team Experience (30 Points Possible)

- a. Provide a description of the proposed organizational structure to be used for the project.
- b. Provide a list of the key staff proposed for this project ("Key Person(s)"). Be specific on the individuals that will play primary roles in development of the required master plan and their experience working with municipalities on facility master plan projects. Provide a concise summary of each key person(s)'s role, and a description of their relevant experience for this project.
- c. Submit resumes that support each Key Person's relevant experience. *No more than five resumes should be submitted as Appendix A, and will not count against page limit.*
- d. Indicate which individual will manage the project and be the primary contact. Indicate the specific experience this individual has managing project similar to the proposed dam safety improvement project.
- e. State the estimated proportion of each Key Person's time that will be spent on City's project vs. total time spent on all Key Person's projects during the term of contract.

**4.4 Proposer’s Demonstrated Ability to Successfully Complete Similar Projects on Time and Within Budget (30 Points Possible)**

For each of the three (3) projects listed in response to 4.2(c), provide a discussion of whether the project was completed on time and on budget or needed to be revised. Briefly explain the reason for any revisions, and what attempts were made to bring the project back on schedule and within budget.

**4.5 Termination for Default (Pass or Fail)**

Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party’s name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of past performance.

**4.6 Scoring**

	<b>CATEGORY</b>	<b>POSSIBLE POINTS</b>	<b>POINTS SCORING</b>
1.	Project Approach	20	
2.	Project Experience	20	
3.	Project Team Experience	30	
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	30	
6.	Termination for Default	<u>P/F</u>	
	Total	100	

**SECTION 5 - EVALUATION PROCESS AND CONSULTANT SELECTION**

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written Proposals is 100, and an additional 100 points may be scored through the interview process.

**5.1 Review and Acknowledgment of Defective Proposals**

Due to limited resources, City generally will not completely review or analyze Proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful Proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City-adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in this RFP and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

**5.2 Right of Rejection**

Proposers must comply with all terms of this RFP and all applicable federal, state, and local laws, administrative rules, and regulations. The City may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the Proposal nor restrict the rights of the City. If a Proposer does so, the City may determine the Proposal to be a non-responsive counter-offer, and the Proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

City reserves the right to refrain from making an award if the City determines that to be in its best interest.

**A Proposal from a debarred or suspended Proposer shall be rejected.**

### 5.3 References

The City reserves the right to investigate any and all references and the past performance information provided in the Proposal with respect to the proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers.

The City reserves the right to check any and all sources for information on a proposer's past performance, including sources other than the references provided in the proposer's Proposal. The City may consider information available from any source, including government bodies and regulatory authorities.

### 5.4 Responsibility

The City reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Proposer's responsibility for performing the contract. Submission of a signed Proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

### 5.5 Clarification of Response

City reserves the right to request clarification of any item in any Proposal, or to request additional information necessary to properly evaluate a particular Proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

## 5.6 Interviews

The outcome of the Proposal evaluations *may* result in placement on an interview (short-listed) with time and date of the interview. Should City elect to hold interviews, the total additional points possible for the interview will be **100**.

City may invite up to three (3) of the highest-ranked firms (or at a natural break in scoring) to interview. The Firm's Key Persons, as identified by City shall be prepared to attend the interview within five (5) business days of notification by City, and shall be prepared to answer questions provided with the Interview Invite letter, and questions that will be provided at the time of the interview, and discuss the Firm's proposed project approach.

## 5.7 Finalist Selection

The firm with the highest total score as a result of written Proposal scoring and interview scoring, if conducted, will be considered the Finalist, and all other firms will be ranked according to next highest score, etc.

## 5.8 Ties among Proposers

If City determines after the ranking of potential firms, that two or more of them are equally qualified to be the Finalist, City may select a candidate through any process that the City believes will result in the best value for taking into account the scope, complexity and nature of the Work. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the Public contracting process.

As part of the procedure for choosing the Finalist between two or more equally qualified candidates, City may elect to give a preference to a local consulting firm.

## 5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the Finalist, and send copies to all Proposers.

## 5.10 Contract Negotiation

City will begin negotiating the fees for the project, along with expanded scope of work detail, with the highest ranked Proposer and specifically, conduct direct negotiations toward obtaining written agreement on:

- a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.
- b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.
- c) Any other provisions City believes to be in the City's best interest to negotiate.
- d) Initial negotiations will be based upon Contract Phase 1.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation. Nothing in the rule precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

### 5.11 Protest Procedures

City shall provide to all Proposers a copy of the selection notice that City sent to the highest ranked Proposer. A Qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, or Land Surveying Services, or Related Services described in the RFP.

Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

- a) Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. City will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City
- c) Protests based on procedural matters will not be considered.
- d) The City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Administrator within three (3) business days of issuance of the Public Works Director's determination (response).
- f) The City Administrator will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the determination of the City Administrator is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Administrator within two (2) business days of issuance of the City Administrator's written determination.
- h) The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Administrator on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all avenues of administrative remedies before seeking judicial review of City's Consultant selection or Notice of Intent to Award.

## 5.12 Resulting Contract

Upon reaching final agreement in regards to fees and a final scope of work with an awarded Proposer, the City will issue a Personal Services Agreement ('PSA'), in substantially the form as found in the Appendix of this RFP. The PSA will include the City's Standard Terms and Conditions and the final scope of work and fees.

## SECTION 6 - CONTRACT

### 6.1 Contract Form

The consultant selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP. The Proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 5.11. Unconditional refusal to accept contract provisions will result in Proposal rejection.

Contract Duration – Anticipated total time for completion, 12 months from award.

Contract Payment – Contingent upon City's need, consultant's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2022 (\$17.02 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$24,050.68 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$24,050.68.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee's wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

## 6.2 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under the contact.

## 6.3 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence. This is to cover damages caused by any error, omission, or negligent act related to the professional services to be provided under the contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates prior to commencing work under this contact. The certificate will specify all of the parties who are additional insures. The consultant's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

## 6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, City or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

## SECTION 7 - INSTRUCTIONS TO PROPOSERS

### 7.1 General

All proposals and any resulting contracts are subject to the provision and requirements of Oregon Revised Statutes, Sections 279A and 279B. Engineering contracts are further subject to 279C and to the City of Ashland (City) Municipal Code Section 2.50.



## 7.2 Information of Record

This Request for Proposal (RFP) will be distributed through the Oregon Procurement Information Network (ORPIN). All updates, addendum, and related communications will be published through ORPIN. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

## 7.3 Proposal Preparation and Format

- Proposals shall be typewritten in 12 point font minimum.
- Except for proposer attachments, proposal form, cover letter and resumes, the Proposal shall contain no more than 8 pages.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile Proposals shall be accepted.
- The electronic submission of a Proposal will not be permitted.
- To be considered, all Proposals must be received by the City prior to the date and time set for Proposal closing.
- A total of six original (wet signatures), complete Proposals shall be submitted to the City prior to the date and time set for closing.
- One (1) digital copy of the complete Proposal shall be submitted on a CD or thumb drive.

## 7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a Proposal certifies that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a Proposal also certifies that the proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this Request for Proposals.

## 7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all Proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's best interest to do so. Consultants responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: preparation, submittal, travel expenses, interviews, presentations, or evaluation of any Proposal.

## 7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Independent Contractor Certification, etc.) shall be submitted with the Proposal and in the required format. Failure to comply with all requirements may result in Proposal rejection.

## 7.7 Definitions

For the purpose of this RFP:

**"Agency"** or **"City"** means City of Ashland.

**"Business days"** means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

**"Calendar days"** or **"days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

**"Council"** means City of Ashland Council

**"Department"** means the City of Ashland Engineering Department.

**"Manager"** means the City of Ashland Project Manager.

**"Proposers"**- All firms submitting proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Consultant".

**“Qualification Based Selection”** or **“QBS”** (for the purposes of this RFP) means evaluations and scoring of proposals based on qualifications, experiences and project approach, without considering cost.

**“RFP”** means Request for Proposal.

**“Scope of Work”** means the general character and range of services and supplies needed to complete the work’s purpose and objectives, and an overview of the performance outcomes expected by Agency.

**“Services”** means the services to be performed under the Contract by the Consultant.

**“Statement of Work”** means the specific provision in the final contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

## 7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City’s Project Manager listed in the advertisement for this RFP, at 20 East Main Street, Ashland, Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the date and time set for closing.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitution or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by indicating the number of addendum received on the Proposal Form.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The City may elect to email addendum to registered proposers but will do so as a courtesy only. All official addendums will be issued through ORPIN and it shall be the proposer’s sole responsibility to acquire any and all addendum pertaining to RFP. The proposer is strongly cautioned to monitor this site on a continual basis.

## 7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date.

A proposer’s written protest must meet the following requirements:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST

Proposal No. **2022-04**

City of Ashland Public Works Dept.

ATTN: Scott Fleury P.E., Public Works Director

20 East Main St

Ashland, OR 97520

City Response: The City may reject without consideration a proposer’s protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely

rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

#### 7.10 Protest of Contract Award

Every Proposer who submits a proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of another or any Proposer who contends that the provisions of this RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to this RFP within seven (7) calendar days after the date of the notice of intent to award. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapters 279A, 279B, or 279C, the City of Ashland Municipal Code, or the City's procedures for screening and selection of persons to perform personal services.

#### 7.11 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

#### 7.12 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Engineering Services Manager prior to the date and time set for closing. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

#### 7.13 Proprietary Information

The City is subject to the Oregon Public Records Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations.

The entire Proposal cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other Proposal documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.

- Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential.” Proposers shall also cite the specific statutory basis for the exemption and give the reasons why the public interest would be served by the confidentially. Should a Proposal be submitted as described in this section, no portion of it will be held confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City’s Attorney, the District Attorney, or a court of competent jurisdiction.

#### 7.14 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, the City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing, and calendar with the selected proposer. By submitting a Proposal, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as such terms and conditions may have been modified or reserved by the City for negotiation. Any Proposal that is received conditioned upon City’s acceptance of any other terms and conditions or rights to negotiate will be rejected.

#### 7.15 Proposal Opening

Unless otherwise provided by law, Proposals received in response to this RFP shall be opened at the date and time set for closing at the Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the Proposal opening shall be informed only of the names of the Proposers submitting Proposals. No other information shall be available, and no copies of the Proposals shall be made. Award decisions will NOT be made at that time.

**SECTION 8 - PROPOSAL FORM**

Proposals should be prepared and organized in a clear and concise manner and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the criteria and then responding below the restated criteria.

**REQUIRED RESPONSE DOCUMENTS**

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

(Place a check in front of the item indicating inclusion in your response)

- RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- SECTION 8 – Proposal Form
- Independent Contractor Certification

**MWESB INFORMATION**

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes \_\_\_ No \_\_\_. If yes, indicate which categories below:

Minority Owned \_\_\_    Woman Owned \_\_\_    Emerging Small Business \_\_\_    Veteran Owned \_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:**

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

**Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10**

**Check if not applicable or if no addenda were received: \_\_\_\_\_**

**OSBEELS / OSBGE / ORBAE No.(s)**

Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 6.3 (b). Attach additional sheet if necessary)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Certification No: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Certification No: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Certification No: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Certification No: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Certification No: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Certification No: \_\_\_\_\_

**PROPOSER INFORMATION:**

\_\_\_\_\_  
Proposer Company Name

\_\_\_\_\_  
Company Address (from which work will be performed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
FEDERAL ID NUMBER

Printed Name of Person Signing RFP: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

APPENDIX A – **CONTRACT FORM INCLUDING EXHIBIT B, EXHIBIT C**  
APPENDIX B – **FORM W-9**

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## PERSONAL SERVICES AGREEMENT (greater than \$35,000.00)

<p><b>CITY OF ASHLAND</b></p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-XXXX Fax: 541/552-XXXX</p>	<p>CONSULTANT:</p> <p>CONSULTANT'S CONTACT:</p> <p>ADDRESS:</p> <p>TELEPHONE:</p> <p>EMAIL:</p>
------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXX, a (domestic professional corporation - for example) ("hereinafter "Consultant"), for (description of services to be provided.).

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than XXXXXXXXXX.
- 2. Scope of Work:** Consultant will provide (description of services to be provided) as more fully set forth in the Consultant's Proposal dated XXXXXXXXXX, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to herein as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
- 5. Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.



6. **Compensation:** City shall pay Consultant the sum of \$XXXXXXX as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXXXXXXXX without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$24,050.68 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
  - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
  - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
  - c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
    - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
    - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

- iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
  - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

- 12. Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.
- 13. Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
- 14. Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
- 15. Insurance.** Consultant shall, at its own expense, maintain the following insurance:
- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
  - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
  - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.

- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
- f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**16. Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

**17. Consultant's Compliance With Tax Laws:**

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

**18. Governing Law; Jurisdiction; Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon

filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. 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. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

22. **Certification.** Consultant shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

**CITY OF ASHLAND:**

**XXXXXXXXXX (CONSULTANT):**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Purchase Order No. \_\_\_\_\_

(**W-9** is to be submitted with this signed Agreement)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

## EXHIBIT B

CITY OF ASHLAND, OREGON

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



**\$17.02** per hour, effective June 30, 2022.

**The Living Wage is adjusted annually every June 30 by the Consumer Price Index.**

### Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$24,050.68** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$24,050.68**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value

of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

### For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
ASHLAND

**EXHIBIT C**

**CERTIFICATIONS/REPRESENTATIONS:** Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- \_\_\_\_\_ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

\_\_\_\_\_  
Consultant's signature

\_\_\_\_\_  
Date

---

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requestor's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*