

CITY OF HILLSBORO

REQUEST FOR PROPOSALS

FOR

FACILITATION AND PUBLIC INVOLVEMENT SERVICES

**DUE DATE AND TIME:
5:00 P.M., 24TH DAY OF JULY, 2009**

: *City of Hillsboro PHONE: (503) 681-5233 FAX: (503) 681-6232*
Administration Department 150 East Main Street, 5th floor, Hillsboro, OR 97123

COPY OF ADVERTISEMENT
FACILITATION AND PUBLIC INVOLVEMENT SERVICES

CITY OF HILLSBORO
REQUEST FOR PROPOSALS ("RFP")
FOR FACILITATION AND PUBLIC INVOLVEMENT
SERVICES

Notice is hereby given that the City of Hillsboro ("City") is requesting proposals for Hillsboro 2020 Vision Implementation Committee Facilitation and Public Involvement Services. The City desires to enter into a professional services agreement with a qualified individual or firm who can demonstrate competency and experience in providing facilitation and public involvement services to the City.

RFP documents are available by contacting Rene Heade, at (503) 681-6468, e-mail reneh@ci.hillsboro.or.us. Copies may also be obtained at the location listed for receipt of proposals. Any addenda issued can only be sent to those firms listed on the City's official vendor list for this solicitation.

Sealed proposals must be received by **5:00 P.M., July 24, 2009**, 5th Floor, 150 East Main Street, Hillsboro, Oregon 97123. Proposals received after the designated time and date will be returned unopened.

Minority/Women/Emerging Small Business ("MWESB") firms are encouraged to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City as determined by the City, and may waive any minor informalities in any proposal.

Rene Heade, Project Specialist

Published:
ORPIN July 10, 2009

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SPECIAL INSTRUCTIONS

Proposal Title: **Facilitation and Public Involvement Services**
Proposal Due Date: **5:00 P.M., 24th day of July 2009**

1. INTRODUCTION

The City of Hillsboro (“City”) is an Oregon municipal corporation with city limits covering approximately 24 miles. The population of the City is approximately 89,000. The City employs approximately 600 staff, and is governed by a city council comprised of six councilors and the mayor. The council acts as the local contract review board for the City.

The City has an annual budget for over \$320 million from a variety of sources. The funding is derived primarily from property tax support, grants, and contracts.

Hillsboro 2020 Vision Development

During the past 30 years, Hillsboro, Oregon has experienced a great deal of change from a growing residential area to a community with a strong economic base. Hillsboro has seen significant growth, in some years seeing increases of 10% or more in population. The community has achieved its vision of becoming economically self-sufficient with a strong and diverse industrial base, and vital retail areas. It has grown geographically to more than double its size and has started to take in unincorporated neighborhoods and commercial areas to the east. A consequence of this growth and change in character has been an emerging need to redefine the City’s identity and help set a course for the future which reflects the values of its citizens. Recognizing this challenge, the City of Hillsboro conducted an extensive public discussion to develop a twenty-year vision and action plan.

This community-wide effort, the Hillsboro 2020 Vision Project, was conducted over three years (1997-2000) and involved hundreds of citizens and dozens of community interests including business, environment, neighborhoods, social services, healthcare, education, government, and many others. The product of this endeavor was a Vision Statement, describing Hillsboro in 2020, and an Action Plan identifying the programs and projects necessary to achieve that vision.

The project, funded in part through business sponsorships, involved an extensive public participation program including a citizen task force that advised the City on the project and developed the recommended Vision and Action Plan. In addition, the general public and various interest groups were engaged through a broad range of activities including a Vision Fair, six public workshops and forums (2 in Spanish), five newsletters (Spanish and English) with surveys mailed city-wide,

presentations to over 35 community groups, over a dozen focus groups, a project Web page with survey, and other activities. To reach Hillsboro's Latino community, meetings were held in Spanish and key materials were translated. Over 1500 citizens participated in the Vision planning process.

The Hillsboro 2020 Vision and Action Plan was built on community consensus, collaboration and commitment. The Action Plan lists 147 actions and 48 strategies to bring the Vision to life. The plan outlines opportunities to enhance community identity, connections, and livability - ranging from such projects as a revitalized downtown district with a public square to an expanded system of pedestrian and bike paths and many others. During the plan's development, 21 community partners agreed to take the lead on one or more of the actions. Many of these actions require the formation of public-private partnerships. The success of Hillsboro 2020 Vision implementation is a community-wide responsibility.

Hillsboro 2020 Vision Implementation

The Hillsboro City Council adopted the *Hillsboro 2020 Vision and Action Plan* in May 2000. Since that time, tremendous strides have been made to implement the Vision.

A 25 member citizen-led committee, appointed by the City Council, monitors and facilitates the Vision's implementation assuring it will not be just a plan, but become a reality. The charge and structure of the Vision Implementation Committee (VIC) is delineated on page 54 of the *Hillsboro 2020 Vision and Action Plan (Revised July 2005)*. The membership reflects the broad interests and population of the community. A Steering Committee, a core group of the VIC, acts as an executive advisory group identifying issues for full committee discussion and making recommendations for action.

Since the City Council adopted the *Hillsboro 2020 Vision and Action Plan* in 2000, the VIC has successfully completed its charge each year. An Annual Vision Progress Report has been presented and accepted by the Hillsboro City Council every year.

The VIC issues annual surveys to the lead partners to ascertain progress on Vision action items. This past year, the survey results indicated that over 120 of the 147 actions were either underway or completed.

As part of its charge, the VIC has hosted nine successful Vision Town Hall meetings with attendance ranging from 100 to over 400 participants. Each event featured an open house with lead partner display tables and presentations of Vision success stories. Community input received at these events has been positive and constructive.

In the past nine years, the VIC has expanded its outreach activities through a Hillsboro 2020 Speakers Bureau, Community Awards, a Volunteer Program, and the formation of a Latino Outreach Advisory Committee. The Speakers Bureau, comprised of VIC members, makes presentations annually to interested community organizations sharing an informational project video and recruiting volunteers. Starting at the 2003 Town Hall, the VIC presented the first Hillsboro 2020 Outstanding Organization and Individual Awards. These awards recognize community members and organizations that have helped to bring the Vision to life. In 2004, the City of Hillsboro entered into a partnership with the Hillsboro Chamber of Commerce to coordinate volunteers recruited by the VIC. The Chamber places volunteers with a broad range of community organizations that have Vision-related projects. Also in 2004, a group of interested Latino community members formed a committee to advise and assist the City with Hillsboro 2020 outreach efforts to the Latino community.

The Hillsboro 2020 Vision Project has received two awards for community involvement: (1) 2000 League of Oregon Cities' Good Governance Award; and (2) 2002 International Association for Public Participation's Core Values Co-Project of the Year Award.

Strategy Review Process

A key factor in the success of the Hillsboro 2020 Vision is keeping it a "living document." The charge of the VIC allows it to make minor changes to action text or assignments as long as the original intent is not modified. After receiving requests to add new strategies and actions from members of the community, the VIC developed review processes allowing the addition of new actions annually and new strategies (Appendix D) every five years.

Since the *Hillsboro 2020 Vision and Action Plan* was developed through an extensive city-wide public involvement process, the VIC felt any substantive changes to the Action Plan should receive an appropriate level of public scrutiny. Vision strategies serve as the backbone of the Vision Action Plan and set specific directions based on the Vision Statement. Therefore, the VIC called for rigorous and comprehensive public input and review of new or modified strategies. This public process, called a "Strategy Review," occurs every five years and entails a city-wide bilingual community outreach effort including but not limited to: public forums, events, interviews, newsletters, surveys, internet sites and press releases.

The first Strategy Review Process was completed during the 2004-05 VIC work program year. The regular annual tasks of the VIC continued during this period while an integrated two-way community dialogue on existing and proposed Vision strategies and actions took place. As a result, three new strategies and 33 new actions were added to the Action Plan as recommended by the VIC and adopted by the Hillsboro City Council.

The next Strategy Review Process is scoped for the 2009-10 VIC program year beginning in August, 2009. Therefore, this RFP addresses the need for regular VIC facilitation support activities as well as the design and execution of a comprehensive public outreach and involvement process. Due to the broad scope of activities involved with both VIC facilitation and Strategy Review, time is of the essence in this RFP issuance, submittal, evaluation and award process.

2. ISSUING OFFICE

2.1 The Administration Department of the City will issue the Request for Proposals documents and that office shall be the sole point of contact. Please contact the following person:

Chris Hartye
Project Manager II, Administration Department
5th Floor
150 East Main Street
Hillsboro, OR 97123
Phone: 503-681-5233; facsimile: 503-681-6232
e-mail: chrisha@ci.hillsboro.or.us

3. SCHEDULE OF RFP EVENTS

- Release RFP documents July 10, 2009
- Deadline for Proposal Submission July 24, 2009
- Consultant Interviews (if applicable) July 29, 2009
- Commencement of Contract (tentative) August 3, 2009

4. SUBMISSION DATE

Proposals are due no later than **5:00 P.M., 24th day of July 2009**, local time.

5. PLACE OF SUBMISSION OF PROPOSALS

In order to be considered for this project, each Proposer must provide five (5) bound copies of their proposal, including the original copy marked "ORIGINAL." All proposals must arrive at the issuing office on or before the listed due time and date. A corporate officer who has been authorized to make such a commitment must sign proposals. Proposals shall be sealed in an opaque envelope or box, with the words "FACILITATION AND PUBLIC INVOLVEMENT SERVICES RFP" clearly written on it. The document shall be addressed and delivered as follows to:

Chris Hartye
Project Manager II, Administration Department
5th Floor
150 East Main Street
Hillsboro, OR 97123

6. EVALUATION OF PROPOSALS

An Evaluation committee will review proposals. The role of the evaluation committee is to evaluate the proposals submitted and make a recommendation of award. The criteria listed below will be used to determine the finalists and apparent successful Proposer. (Total possible points = 100).

6.1 Proposal Presentation (5 points)

Proposal is complete, professional, and responds to the format requirements. Questions are answered in a clear and concise manner.

6.2 Project Understanding (25 points)

Proposal demonstrates a clear understanding of the history, development, purpose content and accomplishments of the Hillsboro 2020 Vision as well as the structure, objectives, and role of the Hillsboro 2020 Vision Implementation Committee (VIC).

6.3 Qualifications (30 points)

Overall capabilities of the Proposer to meet the required service levels described in the RFP considering the credentials, experience and location of the persons assigned to the relationship. Specific qualifications criteria include the proposer's experience and understanding of visioning processes, familiarity with the Hillsboro community and stakeholders, and experience working with the Latino community. Bilingual capabilities preferred (Spanish).

6.4 Approach (20 points)

Demonstration of an effective, integrated, and comprehensive approach to the tasks outlined in the attached Scope of Work (Appendix A). Evidence of being an effective partner with the City. The extent to which the City can count upon the Proposer to provide outstanding customer service.

6.5 Cost (20 points)

A budget that does not exceed \$94,000, including materials and associated hard costs incurred by the Contractor, and maximizes the amount of work completed. Tasks are reasonable in cost and hours.

7. **PROPOSAL FORMAT**

To be considered, a completed proposal must be submitted on time and respond to the requirements outlined in 7.1 through 7.6. The proposal shall be limited to 20 pages including resumes and professional references (excluding covers, blank dividers, and Certification and Contract form) and a text font of 10-point or larger. Proposals should be succinct and well-organized. Sample materials may accompany any proposals as attached appendices and will not be counted as part of the page limit.

7.1 Cover Letter: Provide a cover letter and company profile introducing your firm.

7.2 Qualifications:

Describe your experience working on similar projects, especially related to community visioning, vision implementation, public involvement, facilitation, public information and citizen committee support. Include a brief description of each project including the year and client name.

Please refer to the Project/Proposal Section under **3. SPECIFIC FACILITATION AND PUBLIC INVOLVEMENT SERVICES REQUIRED (3.1.1 THROUGH 3.1.6)** in addressing your qualifications. Address any other information deemed relevant in response to the remainder of the Project/Proposal Section,

7.3 Approach:

Please provide a description, including a timeline, of the proposed approach for the Scope of Work in Appendix A.

7.4 Key Personnel:

Please list the names, credentials, areas of expertise and experience, and location of the key persons that would be assigned to this project.

7.5 Cost:

Provide a not-to-exceed budget with a detailed breakdown of consultant hours per task, hours per person, and hourly rates for all team members (including clerical) and direct expenses.

An hourly rate schedule for additional work that may be added to the Scope of Work requested by the City beyond the initial Scope of Work is to be quoted separately.

7.6 Certification and Contract Offer:

Please complete the attached **Offer** form, with the required signature and other information listed.

8. INTERVIEWS

8.1 Firms or individuals selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the City. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual understanding. The evaluation committee may ask additional questions related to the proposal and/or the Scope of work. Scoring of interviews may be made as part of the selection process. The City will schedule the time and locations of such presentations, if required.

8.2 The selection committee prefers face to face interviews. Interviews will be conducted at a location to be determined, which shall generally be in the Portland-Salem metropolitan area. Firms invited to the interview will be responsible for making and paying for their own travel arrangements. If necessary, the selection committee will consider a video conference interview, but all video conference arrangements will have to be made by the Proposer requesting the conference, and that firm will also have to pay all costs related to the video conference.

8.3 No City employee or officer is authorized to make any oral interpretation of any provisions within the RFP or contract document. The City will not be responsible for any oral remarks related to this RFP. Proposers who are in doubt about any aspect of this RFP must submit written questions to the issuing office as soon as possible after receiving the RFP.

9. TERM OF AGREEMENT

The contract resulting from this RFP shall be for a period of one (1) year, commencing in August 2009 with an option to renew/extend the contract up to an additional two (2) years. If the City elects to renew/extend the contract it shall provide written notice to the Contractor a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so. The contract may be terminated by mutual consent of both parties, or by either party, without cause, upon thirty (30) days notice, in writing and delivered by certified mail or in person.

10. CONTRACT BETWEEN CONTRACTOR AND CITY

10.1 This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals and takes precedence over any source, either by verbal or written communications.

10.2 This RFP and the contents of the proposal of the successful Proposer will become contractual obligations if an agreement ensues. Failure of the successful Proposer to accept these obligations in an agreement may result in cancellation of the award.

10.3 The contract shall be substantially in the form of the attached "Professional Services Agreement."

PROJECT/PROPOSAL INFORMATION

Proposal Title: **Facilitation and Public Involvement Services**
Proposal Due Date: **5:00 P.M., 24th Day of July 2009**

1. PURPOSE

The City of Hillsboro (“City”) desires to enter into a professional services agreement with one (1) qualified individual or firm who/that can demonstrate competency and experience in providing facilitation and public involvement services, and can provide high quality and responsible service at a competitive price to the City. The City seeks Consultant Services to represent it in matters pertaining to Hillsboro 2020 Vision Implementation Committee Support and Strategy Review Public Involvement. Additionally, the chosen individual or firm will be amiable to consulting and working with the City’s Administration Department Project Management staff or other contractors.

2. GENERAL SCOPE OF WORK

2.1 Hillsboro 2020 Vision Implementation Committee Facilitation and Public Involvement Services – General Information

The City requires the consultant (also sometimes referred to as the “Firm”, the “Proposer” or the “Contractor”) to address the Scope of Work described in Appendix A of this RFP.

The general scope of work consists of the contractor performing services including but not limited to:

- Hillsboro 2020 Vision Implementation Committee meeting facilitation and support.
- Year 10 Strategy Review public involvement process development and implementation
- Community education materials development
- Community forum and work group facilitation
- Organization and analysis of public input
- Update of Hillsboro 2020 Vision and Action Plan
- Report to City Council, partners, and stakeholders

- Event planning and coordination

2.2 Communications

The City requires that the Firm have the communication abilities and skills to provide the City with the most effective and professional advice and to:

- Be available in a timely manner, in person, by telephone, fax or email, for consultation or advice;
- Follow established procedures regarding which City representative(s) may request advice;
- Be familiar with state and federal laws relating to the City;
- Provide periodic status reports on the services provided by the firm;
- Provide itemized monthly invoices of charges; and
- Advise and participate in meetings as requested by the City.

2.3 Responsibilities

2.3.1 Responsibility of Contractor – It is understood and agreed that the services the Proposer will be contracted to perform under this shall be rendered directly by it or under close personal supervision by it, and that the work shall be faithfully performed with care and diligence. The Contractor will return all calls or other contracts from City within a reasonable time. If it is not possible for the called or contacted party to respond, the Contractor will make arrangements for a designated member of the Contractor to respond to the contact.

2.3.2 Responsibility of the City – Chris Hartye will provide the Contractor with a list of designated City employees who are authorized to contact the Contractor. The City of Hillsboro will also provide a point of contact for all service and billing issues.

2.3.3 Joint Responsibility – If additional services, supplemental to those included are required, both the City and the Contractor have the responsibility to identify those services, include them as an addendum or amendment to the Contract, and determine fair compensation for the additional services.

3. SPECIFIC FACILITATION AND PUBLIC INVOLVEMENT SERVICES REQUIRED

3.1 Experience and Expertise. A Firm making a proposal must show that it has experience and expertise in:

- 3.1.1 committee facilitation and staff support
- 3.1.2 community visioning
- 3.1.3 public involvement (including constituents with English as a second language)
- 3.1.4 public communication (oral and written)
- 3.1.5 public report writing; and
- 3.1.6 event planning and coordination

3.2 Administrative Services

3.2.1 Firm will provide a principal or partner-level individual to be the point of contact for all service and billing issues.

3.2.2 Firm will recommend specialists for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other service providers.

3.2.3 Concerning the manner in which services are provided, the City expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.

3.2.4 If it is necessary to associate with other contractors in any matter, prior approval must be obtained from the City designated contact with the Firm. The Firm must inform associated service providers of the procedure set forth herein.

3.3 Invoicing and Statement of Work

3.3.1 A schedule of incremental and hourly rates of all functions of the Firm who will work on City matters must be submitted as part of the proposal. The rates provided should reflect the rates to be charged for each year covered by the proposal.

3.3.2 Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Firm is to be shown in specific time billing periods, such as by the minute, by the quarter hour or whatever increment of time is mutually acceptable to the Firm and to the City.

3.3.3 Each monthly invoice will set forth separately each matter currently being handled and will clearly identify the City employee(s) working with the Firm. Included monthly must also be a total charged to date for each matter.

3.3.4 For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel on the file.

3.3.5 Each expense and/or disbursement must be specifically identified on the invoice.

3.4 Changes of Scope and Additional Work

The Contractor may be requested to perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance, contracted for, provided and billed separately to the City on a pre-arranged basis.

4.0 PROPOSER REQUIREMENTS

4.1 Minimum criteria: Each Proposer shall demonstrate and meet the following minimum criteria:

4.1.1 Each Proposer shall have not less than five (5) years experience, not less than three (3) of which are within the State of Oregon, in providing all the types of services required within the Scope of Work.

4.1.2 Shall be currently licensed/certified to provide consulting services in the state of Oregon.

4.1.3 Shall demonstrate, to the satisfaction of the Evaluation Committee, the ability to provide the services required within the Scope of Work to the City and shall demonstrate a proven history of providing such service for public agencies.

4.1.4 Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, a variety of each Proposer's clients and references, and as many other references as may be deemed appropriate.

4.2 Cost of RFP and Associated Responses

This RFP does not commit the City to paying any expenses incurred by any Firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal, or in traveling to the site of the interviews. All such costs and expenses shall be borne by each Proposer.

4.3 Right to Clarification and Additional Research

The City reserves the right to obtain clarification of any point in a Firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the Firm's proposal. The City may obtain information from any legal source for the clarification of any proposal or for information on any Firm including, but not limited to, police files, insurance files, agency files, credit bureaus, and/or professional organizations. The City shall not be required to inform the Firm of any intent to perform additional research in this respect or of any information thereby received.

4.4 Items that are subject to negotiation.

For professional services the Scope of Work, pricing structure whether a lump sum or rate schedule and all other aspects of this Request for Proposal may be subject to negotiation.

Any terms and conditions of the Professional Services Agreement that the proposer wishes to negotiate or modified shall be presented in the response to this RFP.

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to all proposals to provide either goods or services to the City of Hillsboro.

1. PROPOSALS NOT AVAILABLE FOR PUBLIC INSPECTION AT THE OPENING. In accordance with ORS 279B.060(5)(a) only the names of the proposers shall be disclosed at the opening. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.
2. CITY RESERVATION OF RIGHTS. The City expressly reserves the following rights:
 - 2.1 To reject any and/or all irregularities in the proposals submitted.
 - 2.2 To reject any and/or all proposals or portions thereof.
 - 2.3 To waive any minor informality in any proposal.
 - 2.4 To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - 2.5 To make the award to any Proposer whose proposal, in the opinion of management and the Council, is in the best interest of the City.
 - 2.6 To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the proposer.
 - 2.7 Only the evaluation factors specified in this solicitation may be used as a basis for award.
3. USE OF PROPOSAL FORMS. Proposers are required to use the furnished Proposal Forms. Please retain a copy for your records.
4. LATE PROPOSALS. Any proposal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering Proposer or Contractor to ensure receipt of proposals by the City in the specific location designated by the specified time.
5. PROPOSER REPRESENTATIONS. The Proposer further agrees to the following:
 - 5.1 To examine all specifications and conditions thoroughly.

5.2 To provide for appropriate insurance, deposits, and performance bonds if required.

5.3 To comply fully with specifications as attached for the agreed contract, especially where materials and work are involved.

5.4 That any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes are met.

6. ADDENDA. Any amendment(s) to or error(s) in the general Specifications or Project/Proposal section called to the attention of the City will be added to or corrected and furnished by written addendum to all those holding specifications. All addenda shall be mailed at least five (5) business days before the time set for proposal submission. All addenda issued during the proposal period will be incorporated into any resultant contract.
7. FORMAT OF PROPOSALS. Telephone proposals are not acceptable. Telegraphic, emailed or facsimiled proposals will not be considered unless authorized by the Special Instructions.
8. OWNERSHIP OF PROPOSAL DOCUMENTS. All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Proposer shall become the sole and exclusive property of the City, in the public domain, and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.
9. INVALID PROPOSAL DOCUMENTS. Copies of proposal documents obtained from sources other than the City Administration Department (such as other Contractors) are not valid proposal documents. It is the Proposer's responsibility to insure that their name is on the City's proposer list for that particular service in order to receive notification of all addenda as well as additional relevant information.
10. PROTEST OF PROPOSAL SPECIFICATIONS OR CONTRACT TERMS
 - 10.1 Time for Submission of Protest. Specifications and contract terms shall be made available for inspection and copying at the address provided below. Unless a different deadline is specified in the Request for Proposals, protests of the proposal specifications or contract terms shall be presented to the City in writing at least five (5) calendar days prior to proposal closing.

(a) Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of proposal specifications or

contract terms shall be considered after the deadline established for submitting such protest.

(b) Envelopes containing protests of specifications shall be marked and mailed as follows:

Proposal Specification Protest

Proposal Name:

Attn: Chris Hartye
Project Manager II, Administration Dept.
5th Floor
150 East Main Street
Hillsboro, OR 97123

11. PROTEST OF INTENT TO AWARD

11.1 Notice of Intent to Award. (OAR 137-047-0610) The written notice of intent to award a contract shall constitute a final decision of the City to award the contract if no written protest of the notice of award is filed with the City within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the notice of award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The notice of intent to award and any written decision denying a protest shall be sent to every Proposer.

11.2 Right to Protest. Any actual Proposer who is adversely affected or aggrieved by the notice of intent to award of the contract to another Proposer on the same solicitation shall have seven (7) calendar days after the notice of intent to award to submit to the City a written protest of the notice of intent to award. The written protest shall specify the grounds upon which the protest is based. The City shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's RFP.

12. WRITTEN PROTEST OF INTENT TO AWARD. Proposers must submit written protests of the intent to award to Chris Hartye, Project Manager II, Administration Department, within seven (7) after days after the notice of intent to award. The written protest must specify the grounds upon which the protest is based.
13. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn on written or telegraphic request received from Proposers prior to the time fixed for proposal closing. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal of the proposal after the proposal has been opened.
14. REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals received in response to this RFP if it is determined to be in the best

interest of the City. The City shall notify all proposers of the rejection of all proposals, along with the reasons for rejection of all proposers. (Criteria for rejection of all proposals is located at OAR 137-047-0650.)

15. **ERASURES AND CORRECTION.** The RFP response must not contain any erasures or corrections unless the Proposer initials each change.
16. **DURATION OF PROPOSAL.** Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.
17. **PUBLIC RECORDS.** This Request for Proposals and one (1) copy of each original proposal received in response thereto, together with copies of all documents pertaining to the award of a purchase or contract, shall be kept by the City for a period of at least three (3) years and made a part of a file or records which shall be open to public inspections after a notice of award has been issued. If a proposal contains any proprietary information that the Proposer does not want disclosed to the public or used by the City for any purpose other than evaluation of their offer, each sheet of such information must be marked with the following legend:

“This data shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the Contractor as a result of, or in connection with, the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City’s right to use information contained herein if it is obtained from another source.”

The above restriction may not include cost or price information that is required to be open to public inspection.

18. **SUBCONTRACTING**

18.1 All subcontracting shall be subject to the approval of the City. No list of subcontractors approved by the City may be changed or departed from except as consented to by the City in writing. Whenever the City consents to the substitution of one subcontractor for another, if any reduction in cost to the contractor result there from the amount thereof shall be passed on to the City as a reduction in the amount to be paid to the contractor for the performance of the work.

18.2 The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City shall not affect the contractor's responsibility in this regard.

18.3 The contractor shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

18.4 Nothing contained in the contract documents shall be construed to create any contract between the City and any subcontractor. Subcontracts must be let pursuant to applicable Oregon Statutes and Administrative Rules.

19. PRIME CONTRACTOR RESPONSIBILITIES. The selected Proposer will be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Further, the City will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration. Only service and equipment offered by Proposers who have installed similar systems of comparable size will be considered. All service and equipment offered will be in current standard production and of the latest design.

20. INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City of Hillsboro. Any estimated purchase volumes listed herein do not include other public agencies and the City of Hillsboro makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Will your company participate in Intergovernmental
Cooperative Purchasing?

☐ Yes ☐ No

If No, please explain on a separate sheet of paper.

21. **AFFIRMATIVE ACTION/NONDISCRIMINATION.** By submitting a proposal, the Contractor agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
22. **ACCOUNT REPRESENTATIVE.** The selected Contractor shall assign a competent account representative acceptable to the City who will represent the Contractor in providing contracted services to the City. If the account representative is removed by the Contractor, the new representative must be acceptable to the City.
23. **PREVAILING OPINION.** If any doubt or difference of opinion arises between the City and the Contractor as to the interpretation of this RFP, the decision of the City will be final and binding upon all parties.
24. **PUBLICITY.** News releases by the Contractor pertaining to the award of any contract or use of any product will be made with prior written approval from the City.
25. **FINANCIAL INTEREST.** By submitting a proposal the Proposer certifies, under penalty of perjury, that no City employee or officer has a direct or indirect financial interest in the proposal. Moreover, the Proposer certifies that the RFP response did not involve illegal collusion with another Proposer.
26. **RECYCLABLE MATERIALS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
27. **PERFORMANCE AND PAYMENT BONDS.** No performance and payment bonds are required.
28. **RIGHT TO CLARIFY.** The City reserves the right to obtain clarification on any point in the Proposer's proposal. The failure of the Proposer to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.
29. **CONTRACT AWARD.** The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response,

clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. The issuing office is the sole point of contact for the issuance of the contract.

30. **PATENT/COPYRIGHT INFRINGEMENT.** The Proposer will defend the City from any suits related to patent/copyright infringement. Such a requirement is based upon the condition that the City provides the Proposer with prompt notice of such suit.
31. **RISK OF LOSS AND DAMAGE.** The City will not be responsible for the loss or damage of any items during the RFP process.
32. **FAILURE TO PERFORM.** In the event that the Proposer fails to perform any material obligations, the City reserves the right to give the Proposer written notice of such failure. The Proposer will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) days after the City reserves the right to withhold all money that is due and payable to the Proposer. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Proposer exceeds thirty (30) days of non-performance.
33. **SUFFICIENT INFORMATION.** The authorized signer of the Proposer's proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposals for errors and omissions; that the prices stated in their proposals are correct and as intended are a complete and correct statement of prices.

APPENDIX A

SCOPE OF WORK

The following scope of work outlines the 2009-2010 tasks for facilitating and supporting the Hillsboro 2020 Vision Implementation Committee as well as the “Strategy Review” process generally described in the Introduction and Project/Proposal Information sections of this RFP. All tasks must be completed by August 31, 2010. The City will have the option to renew the consultant’s contract for up to two additional years. In responding to the RFP, the consultant may offer alternative approaches for consideration, however, Tasks 1 through 10 must be addressed.

These tasks should be integrated as part of a complete approach to facilitating and supporting the Hillsboro 2020 Vision Implementation Committee (VIC) and the design and implementation of the Strategy Review process. The selected consultant will be expected to:

- serve as the primary coordinator and manager of the VIC and associated activities;
- work closely as part of the Planning Team (VIC Chair, VIC Vice-Chair, City Project Manager, City Project Specialist, and Consultant) in developing the final scope of work, schedule, and all written products;
- become knowledgeable about the array of strategies and actions in the Hillsboro 2020 Vision and Action Plan prior to working with the VIC;
- provide high quality and succinct written products in both content and format;
- provide the Planning Team and VIC members reasonable time to comment on draft products;
- complete tasks on time and within budget;
- keep committee meetings on task while striving for consensus; and
- be the initiator and catalyst for implementing tasks within the final scope of work.

Task 1: Develop Committee Work Program and Schedule

Work with City staff and VIC Chair to develop a written annual work program and schedule for the VIC, its committee work, and the Strategy Review process. The work program would be based on established VIC processes and, at a minimum, should address the following:

- maintaining communication with lead partners to track and encourage action implementation
- development, distribution, and analysis of a lead partner survey to assess the Hillsboro 2020 Vision’s progress

- development of a VIC work program which integrates all activities in a logical progression with reasonable timelines, tangible products and clear decisions
- preparation, scheduling and implementation of the annual Vision Town Hall meeting
- design and implementation of the Strategy Review public involvement process and integration with the VIC's work program
- preparation of and participation in the Annual Vision Progress Report to the Hillsboro City Council
- scheduling of Planning Team, VIC Steering Committee, and VIC meetings

In developing a final schedule, the consultant is expected to survey the VIC members to ascertain available dates that will allow maximum attendance at both the VIC and VIC Steering Committee meetings.

Task 2: Strategy Review Process

The consultant will develop, in consultation with the Planning Team, and implement a Vision Strategy Review process. The process will include a VIC role as the primary review body and a detailed methodology for engaging the community through a City-wide public outreach effort. As appropriate, Tasks 3-10 should be integrated into the Strategy Review process.

The Strategy Review process must provide for:

- the solicitation of public input and ideas through public outreach and involvement
- the vetting of these ideas and a formulation of proposals
- public review of the proposals
- VIC review and recommendations to City Council

The Strategy Review process will:

1. Incorporate the VIC's strategy review process guidelines (Appendix D)
2. Be consistent with the purpose and key assumptions (Appendix E)
3. At a minimum, use the following opportunities for public information and involvement:
 - A. 11"x 17" two-sided inserts in the City of Hillsboro newsletter (up to two times) which is mailed to every household in Hillsboro. Assume the following months of issue as available for use:
 - September
 - November
 - January
 - March
 - May
 - B. The 2010 Annual Vision Town Hall (Task 7)
 - C. The Hillsboro 2020 Speakers Bureau (Task 8)

- D. Four public forums to solicit general public input
 - E. Two to three meetings designed for community members to review ideas and formulate proposals
 - F. The Hillsboro 2020 Website (www.hillsboro2020.org)
4. Involve direct communication with the Hillsboro 2020 VIC, Lead Partners, and City departments.
 5. Provide a neutral approach for community residents, organizations, businesses, and other interests to participate in the strategy review process in order to a) contribute new ideas for Vision actions and strategies and b) review and evaluate proposals for additions to the Vision Action Plan.
 6. Update the Hillsboro 2020 Vision and Action Plan
 7. Allow a “two-way dialogue” between the VIC and community.
 8. Include an initial VIC Steering Committee meeting in August 2009 to present, receive input, and obtain approval on the proposed Strategy Review public involvement process.

The end product will be a summary document including: the VIC’s list of recommended new or modified Hillsboro 2020 Vision strategies and actions; a comprehensive description of the review process and participants; and any relevant appendices. The final document should be completed in time for incorporation into the VIC’s annual progress report to the Hillsboro City Council.

The consultant will be responsible for the development (writing and layout) of all public materials.

The City will be responsible for retention of translators, verbal and written translation fees, arrangements for meeting locations and audio/visual equipment, cost and layout for the newsletter insert, and web page maintenance.

Task 3: Planning Team Meetings and Communication

Organize and conduct Planning Team (VIC Chair, VIC Vice-Chair, City Project Manager, City Project Specialist, and Consultant) meetings. At a minimum, the meetings will be held prior to each VIC Steering Committee meeting, the Vision Town Hall, and following the last VIC meeting. The consultant will be responsible for preparing agendas, facilitating all meetings and being available for communication with Planning Team members on a regular ongoing basis

Task 4: VIC Steering Committee Facilitation & Support

The consultant will facilitate and provide staff support for meetings of the VIC Steering Committee. The Steering Committee will be expected to meet approximately 1-2 weeks prior to each of the three VIC meetings and one time at the conclusion of the process to review and approve the final draft of the Annual Vision Progress Report. An initial

meeting of the Steering Committee will be held in August 2009 to review, receive input, and obtain approval of the proposed Strategy Review process. For each meeting, the consultant will:

- develop the agenda in coordination with the Planning Team
- facilitate discussion and decision-making at the meeting
- develop and print handouts
- send a notification mailing and complete a call-through of VIC Steering Committee members

The City will be responsible for arranging meeting locations.

Task 5: Vision Implementation Committee (VIC) Meeting Facilitation & Support

The consultant will facilitate and provide staff support for meetings of the VIC. For each meeting, the consultant will:

- develop the agenda in coordination with the Planning Team
- facilitate discussion and decision-making at the meeting
- arrange for any presentations
- develop and print handouts (for VIC members and up to 30 attending public)
- prepare written meeting summaries
- send a notification mailing (with any relevant materials) to the VIC mailing list (30 by e-mail) and interested parties (up to 150 by postal mail – the rest by e-mail) two weeks prior to the meeting*
- complete a call-through of committee members prior to the meeting
- send a follow-up mailing (with meeting summary) to the VIC mailing list (30 by e-mail) and interested parties (up to 150 by postal mail – the rest by e-mail) within two weeks after the meeting*
- conduct minor research and writing (i.e., one page letter) assignments as directed by the VIC

The City will be responsible for arranging meeting locations and any audio-visual equipment.

* Note: All mailing lists are ready to use. No data entry will be required for the existing lists. The consultant will be responsible for adding up to 200 new names into the database as necessary.

Task 6: Lead Partner Survey

The consultant will assist the VIC with updating, distributing, collecting and analyzing the annual lead partner survey. The consultant will distribute the survey and follow-up with up to 22 lead partners.

Survey results will be compiled and analyzed by the consultant, and presented to the VIC Steering Committee and VIC for review. Survey results will be provided in a format that facilitates decision-making, specifically as pertains to proposed action item revisions, lead partner requests for assistance, and gauging the status of action implementation.

Task 7: Annual Vision Town Hall

The purpose of the Town Hall is to inform the public of the Vision Plan's progress and receive feedback from citizens. For 2010, the Vision Town Hall should be integrated as part of the public outreach effort for the Strategy Review process. The consultant will develop the presentations, facilitate public discussion, and document the annual Vision Town Hall meeting. In developing the presentations, the consultant will be responsible for working with the presenters and the VIC Town Hall Planning Committee (membership to be determined each year) to set the agenda and prepare audio-visual materials (i.e. PowerPoint presentation). The consultant will also facilitate the public discussion portion of the meeting and prepare a written summary of public comment.

The City and/or Hillsboro Chamber of Commerce staff will be responsible for arranging the meeting location, volunteer coordination, translators, printing materials, audio-visual equipment, lead partner tables (if necessary), refreshments, advertising, mailings and other marketing activities.

Task 8: Speakers Bureau Training & Coordination

The consultant will prepare a Speakers Bureau program for VIC members and the Planning Team to conduct outreach to Hillsboro community organizations (up to 20). As part of the program, the following products will be prepared: talking points, materials for distribution, and a priority list of organizations to receive presentations. In addition, the consultant will conduct a brief training session for potential speakers (up to 25). The consultant will be responsible for scheduling and tracking speaker assignments and engagements. The Speakers Bureau will be integrated as part of the public outreach effort for the Strategy Review process.

Task 9: Media Support – News Releases

The consultant will provide the necessary and timely information to the City Public Affairs Manager for news releases, in advance of all VIC meetings, Town Hall, and other public meetings for public notification and information. The City will be responsible for distributing the news releases.

Task 10: Annual Vision Progress Report to City Council

The consultant will draft the Annual Vision Progress Report at the direction of the VIC and in close consultation with the Planning Team. The report should include the following information at a minimum: Hillsboro 2020 Vision background; VIC charge; VIC work program; empirical and summary information on the progress of the Vision Action Plan; recommended revisions or additions to the Vision Action Plan including new or modified strategies and actions resulting from the Strategy Review process; summaries of the Strategy Review process and annual Vision Town Hall meeting; brief summaries of the Speakers Bureau and Volunteer Programs; recognition of all participants in Vision implementation; and relevant appendices. The consultant will also be expected to attend the City Council work session when the draft Annual Vision Progress Report is presented.

APPENDIX B

SAMPLE OF

PROFESSIONAL SERVICES AGREEMENT

**CITY OF HILLSBORO
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into this ____ day of _____ 200__, by and between the City of Hillsboro, a municipal corporation of the State of Oregon ("City") and _____ ("Contractor"). The parties agree as follows:

1. **SCOPE OF WORK.** The Contractor shall provide _____ services to the City (the "Work"), as more particularly described in City's Request for Proposal, dated _____, 20__ ("RFP"), and Contractor's Proposal, dated _____, 20__ ("Proposal"). The RFP and the Proposal are attached to this Contract as Exhibits A and B and are incorporated by reference. In the event of inconsistencies between this Contract and Exhibits A and B, the provisions of this Contract shall control. In the event of inconsistencies between Exhibit A (the RFP) and Exhibit B (the Proposal), the provisions of Exhibit A shall control.

2. **EFFECTIVE DATE AND DURATION OF CONTRACT.** This Contract shall become effective on _____, 20__. Unless earlier terminated, this Contract shall remain in full force and effect until City accepts Contractor's completed performance or on _____, whichever first occurs. Expiration of this Contract shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a warranty of Contractor or any default or defect in Contractor performance that has not been cured. This Contract may be extended for an additional two years, upon written notice of City provided to Contractor on or before _____, 20__. Time is of the essence under this Contract.

3. **PAYMENT.** City agrees to pay Contractor the sum of _____ Dollars (\$_____) for the Work required under this Contract. The maximum payment, which includes all fees and allowable expenses relating to Contractor's performance under this Contract, shall not exceed \$_____.

3.1 Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Unless the amount and rate of reimbursement are specified in an attached exhibit to this Contract, the City will not reimburse Contractor for any expenses under this Contract.

3.2 City shall pay Contractor for the amount billed each month within thirty (30) days after receiving Contractor's billing. City shall not pay any amount in excess of the compensation amounts set forth above nor shall City pay Contractor any fees or costs which City reasonably disputes.

4. **CHANGES.** This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever,

except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Contractor services that are within or directly related to the Scope of Work.

5. KEY PERSONNEL. Contractor acknowledges and agrees that the City selected Contractor for award of this Contract because of the special qualifications of Contractor's key personnel. In particular, through this Contract, City is engaging the expertise, experience, judgment, and personal attention of _____ ("key personnel"). Contractor shall not reassign or transfer the key personnel to other duties or positions, such that the key personnel [ARE/IS] no longer available to provide City with [HIS/HER/THEIR] expertise, experience, judgment, and personal attention, without first obtaining the City's prior written consent to such reassignment or transfer. In the event Contractor requests that City approve a reassignment or transfer of the key personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

6. INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES. Contractor shall be free from City's direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.

6.1 Contractor agrees, represents and certifies that:

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

6.1.2 Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Contract

6.1.3 Contractor has filed federal and state income tax returns in the name of the business as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.

6.1.4 Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract. Contractor shall be qualified, professionally competent and duly licensed to perform the work and services at all times during the term of this Contract.

6.1.5 Contractor is not an employee of Metro, any special district, or local government, including City, the federal government or the State of Oregon.

6.1.6 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Work under this Contract in a professional manner and in accordance with standards prevalent in the Contractor's industry, trade or profession.

6.1.7 Contractor has the power and authority to enter into and perform this Contract and when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

6.1.8 Contractor has read, understands and agrees to be bound by each of the terms and conditions of this Contract.

6.1.9 Contractor prepared its Proposal, Exhibit B to this Contract, independently from all other proposers, and without collusion, fraud or other dishonesty.

6.2 Upon City's request, Contractor shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other provided warranties.

7. OTHER CONTRACTORS. City may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional contractors and with any City employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any City employee.

8. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST. Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of City. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

9. NO THIRD-PARTY BENEFICIARIES. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

10. PAYMENT OF LABORERS; PAYMENT OF TAXES.

10.1 Contractor shall:

10.1.1 Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents (ORS 279B.220(1));

10.1.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract (ORS 279B.220(2));

10.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished (ORS 279B.220(3)); and

10.1.4 Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and may to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation (ORS 279B.220(4)).

10.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.

10.3 The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

10.4 The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).

10.5 Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

11. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to

the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The City's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

11.1 Contractor shall pay employees for services as stated in ORS 279B.235(1). The employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

12. **INSURANCE.** Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, **comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 aggregate per project. **Automobile liability** with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of the Contractor and the City of Hillsboro. Contractor shall name the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self- insurance carried by the City , issued by a company authorized to do business in the State of Oregon. The certificates shall provide that City will receive thirty (30) days' written notice of cancellation or material modification of the insurance contract at the address listed below. Contractor shall provide certificates of insurance and **additional insured policy endorsement** to City prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

12.1 **PROFESSIONAL LIABILITY INSURANCE.** In addition to other insurance requirements stated above, and if this insurance is applicable, Contractor shall

also provide City evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit. Contractor shall keep in force and effect the professional liability policy for at least one year after the expiration of the contract with City. In any case, Contractor shall notify City in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Contractor, such cancellation or reduction constitutes a breach of this Contract.

13. INDEMNIFICATION. Contractor shall indemnify, defend, save and hold harmless the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of City attributable to its own negligence. In addition, Contractor expressly agrees to defend, indemnify and hold the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to City by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

14. CONFIDENTIALITY. No reports, information and data given to or prepared or assembled by Contractor under the contract documents shall be made available by Contractor to any individual or organization (except City) without the prior written approval of City.

15. RECORDKEEPING. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of six (6) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. ACCESS TO RECORDS. Contractor agrees that City and its authorized representatives shall have access to all books, documents, papers and records of the Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

17. FOREIGN CONTRACTOR. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon

Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract..

18. GOVERNING LAW; JURISDICTION; VENUE. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “the claim”) between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Washington County for the State of Oregon. If 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. Contractor, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

19. OWNERSHIP OF WORK PRODUCT.

19.1 As used in this Paragraph 19, and elsewhere in this Contract, the following terms have the meanings set forth below:

19.1.1 “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Work.

19.1.2 “Third Party Intellectual Property” means any intellectual property owned by parties other than City or Contractor.

19.1.3 “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to City pursuant to the Work.

19.2 All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Contractor agree that such original works of authorship are “work made for hire” of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Contractor hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

19.3 In the event that Work Product created by Contractor under this Contract is

Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

19.4 In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Contractor shall secure on City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

20. **ERRORS.** Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to City.

21. **TERMINATION.**

21.1 This Contract may be terminated at any time by mutual consent of both parties.

21.2 Contractor may terminate this Contract upon thirty (30) days' written notice to City if City fails to pay Contractor pursuant to the terms of this Contract and City fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.

21.3 City, in its sole discretion, may terminate this Contract, in whole or in part, upon thirty (30) days notice to Contractor.

21.4 City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as may be established by City in such notice, upon the occurrence of the following events: (i) federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work or services provided under this Contract are prohibited or City is prohibited from paying for such work or services from the planned funding source; (ii) Contractor no longer holds any license or certificate that is required to perform the work or services; or (iii) Contractor commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Contract, fails to perform the work or services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) days after delivery of City's notice or such longer period as City may specify in such notice.

21.5 In the event of termination under paragraphs 21.1, 21.2, 21.3 or 21.4(i), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work or services multiplied by the percentage of work or services completed and accepted by City, less previous amounts paid and any claim or claims which the City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this paragraph 21.5, Contractor shall pay any excess to City upon demand.

21.6 In the event of termination under paragraphs 21.4(ii) or 21.4(iii), City shall have any remedy available to it in law or equity.

21.7 Upon receiving a notice of termination, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the work or services.

22. **ATTORNEY FEES.** If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.

23. **FUNDS AVAILABLE AND AUTHORIZED, NON-APPROPRIATION OF FUNDS.** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract, during the current fiscal year ending June 30, 20___. Contractor recognizes that the funding of services pursuant to this Contract is subject to annual appropriation by the City Council as required by the Oregon Local Budget Law, ORS 294.323 and related provisions, which appropriation may not be made in subsequent fiscal years. As such, the City may terminate this agreement at any time based on the City Council's non-appropriation of funds required to perform its obligations under this Contract.

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

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

26. **WAIVER.** The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

27. **RECYCLABLE MATERIALS.** Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as “recycled product” is defined in ORS 279A.010(gg)).

28. **NOTICE.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to Contractor or City at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this paragraph 28. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against City, such facsimile transmission must be confirmed by telephone notice to the City Manager. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

29. **CONTRACTOR INFORMATION AND CERTIFICATION.**

29.1 Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(3). Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name (tax filing): _____

Address: _____

Citizenship, if applicable: Non-resident alien ☐ Yes ☐ No

Business Designation (check one):

☐ Professional Corporation ☐ Partnership ☐ Limited Partnership ☐
Limited Liability Company ☐ Limited Liability Partnership ☐ Sole
Proprietorship ☐ Other

Federal Tax ID#: _____-_____ or SSN#: _____-_____-_____

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

29.2 The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

30. **PREFERRED METHOD OF PAYMENT:** The City's preferred method of payment is by a MasterCard credit card. Please indicate if you are able to accept payment via credit card.

Will accept payment by a MasterCard credit card [] Yes [] No

[signature page follows]

The Contractor and the City hereby agree to all provisions of this Contract.

Signed this _____ day of _____, 20__.

FOR THE CONTRACTOR:

FOR THE CITY:

Signature

Name (Printed)

Title

Address

City, State, Zip

Phone Number

Fax Number

Email Address

Attest:

City Recorder
(To be used if signed by Mayor)

Contract Administrator:

Mailing Address

150 East Main Street
Hillsboro, OR 97123

Telephone: 503-681-_____
Fax: 503-681-_____
Email: _____
www.ci.hillsboro.or.us

EXHIBITS FOLLOW ON SUBSEQUENT PAGES:

Exhibit A: _____

Exhibit B: _____

Exhibit C: _____

APPENDIX C

CERTIFICATION AND CONTRACT OFFER

Proposal Title: **FACILITATION AND PUBLIC INVOLVEMENT SERVICES**

Proposal Due Date: **5:00 P.M., 24TH DAY OF JULY, 2009**

I, the undersigned, having carefully examined the above referenced RFP document, and all other related material and information agree to furnish [_____] services to the City of Hillsboro ("City").

I further agree that I will at all times protect the City's information and not make it available to any other source than City, unless so directed by the City in writing.

I further agree that this offer to furnish [_____] services will remain in effect at the fees proposed for a period of not less than ninety (90) days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the City and award is made thereon, I agree to enter into an agreement with the City to furnish [_____] services as specified for the fees proposed.

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other proposer(s), vendor(s) or any other person(s).

Authorized Signature

Date

Printed Name

Phone Number

Title

Tax Identification/SS #

Company Name

Address

RETURN THIS COPY (SIGNED) WITH YOUR PROPOSAL

APPENDIX D

Vision Implementation Committee PROCESS FOR REVIEWING NEW STRATEGIES

Background

New strategy proposals may be accepted on an annual basis. However, they will only be reviewed and considered for incorporation into the Vision Action Plan every 5 years, as part of a broader public review process. As the original list of Hillsboro 2020 Vision strategies were generated out of an extensive public involvement effort, any new strategies must undergo substantive public scrutiny as well. Specific measures relating to public outreach will be developed by the Vision Implementation Committee at a later date.

Proposed Review Process and Criteria

ANNUALLY

1. Request to add a strategy is forwarded to the Planning Team (Consultant, Staff and Committee Chair) for review by September 1 of each calendar year.
2. Planning Team assesses proposed strategy, and informs proposer of review procedure (the Planning Team will also let the proposer know if their idea is more appropriately addressed as an action).

EVERY 5 YEARS (2005, 2010, 2015)

3. Planning Team prepares and forwards recommendations for each proposed strategy to the Steering Committee. Criteria for evaluating a strategy include:
 - a. Consistency with the Hillsboro 2020 Vision Statement
 - b. Appropriateness of the Hillsboro 2020 Vision Action Plan as a venue
 - c. Supports a broad range of community interests
 - d. Desired outcome cannot be achieved through an action under an existing strategy
 - e. Includes one or more actions for implementation
 - f. Includes a proposed lead partner for each action
4. Steering Committee evaluates proposal, and recommends action at the subsequent Vision Implementation Committee (VIC) meeting.
5. The VIC recommends a new strategy be rejected, approved or approved with modifications.
6. Upon initial approval by the VIC, the proposed strategy will undergo broad public review (public process to be determined at a later date).
7. After reviewing public feedback, the VIC develops a formal recommendation at its next meeting and forwards to City Council as part of the Annual Progress Report.
8. City Council takes action on VIC recommendation.

9. The Planning Team drafts a response to all proponents, informing them of the VIC's recommendation and providing a rationale for the decision.

Vision Implementation Committee

PROCESS FOR REVIEWING NEW ACTIONS

Background

New action proposals may be accepted and reviewed annually. Since actions support the strategies, which serve as the framework for implementing the Vision Statement, the level of public review does not have to be as extensive for new actions. The VIC suggests the annual Vision Town Hall serve as the primary forum for public review of proposed new actions. A graphic depiction of the review process has been provided on the reverse side of this page.

Proposed Review Process and Criteria

1. Proposed action is forwarded to the Planning Team (Consultant, City staff and VIC Chair) for review by September 1 of each calendar year.
2. Planning Team assesses proposed idea, and prepares recommendation for review by Steering Committee. Criteria for evaluating a proposed new action include:
 - a. Consistency with the Hillsboro 2020 Vision Statement
 - b. Helps to carry out an existing strategy
 - c. Appropriateness of the Hillsboro 2020 Vision Action Plan as a venue
 - d. Supports a broad range of community interests
 - e. Includes key information – description, potential support partners, suggested financial resources and proposed timeline
 - f. Includes a proposed lead partner
3. Steering Committee evaluates proposal, and recommends action to VIC.
4. The VIC recommends a new action be approved, approved with modifications or rejected.
5. If approved by the VIC, the action is presented to public during annual Town Hall meeting.
6. After reviewing public input, the VIC develops a final recommendation for action and forwards to City Council as part of the VIC's Annual Progress Report. (As is the case with existing actions, newly proposed actions include information pertaining to lead role, potential partners, cost range and potential sources, and implementation timeline.
7. City Council takes action on the VIC recommendation.
8. The Planning Team drafts a response to all proponents, informing them of the VIC's recommendation and providing a rationale for the decision.

APPENDIX E

June 2004

Hillsboro 2020 Vision Implementation Committee

Year 5 Strategy Review Process: Key Assumptions and Questions

PURPOSE

As part of its ongoing commitment to the community, and because the Hillsboro 2020 Vision and Action Plan is a living document, the Vision Implementation Committee previously adopted a process for inviting and reviewing public input regarding existing and proposed Hillsboro 2020 Vision strategies and actions. While new action ideas are received and reviewed annually, new strategy proposals are considered at five-year intervals. The second public review of Hillsboro 2020 strategies, discussed below, is scheduled to take place during 2009-2010.

KEY ASSUMPTIONS

1. The public involvement program is intended to ensure Hillsboro 2020 strategies reflect contemporary community values and priorities by inviting input from residents and organizations who participated in the original planning process, as well as those who have come to call Hillsboro home since the plan was adopted by City Council in 2000.
2. The public involvement program will solicit public feedback on Hillsboro strategies (and related actions) only. The Hillsboro 2020 Vision Statement and Focus Areas will not be reviewed at this time.
3. The public involvement program should incorporate fundamental components of the original Hillsboro 2020 strategy development outreach process, including:
 - o Outreach is conducted city-wide
 - o Information is produced and collected in both English *and* Spanish
 - o Input is shared and sought through multiple venues (web, mailings, meetings, media, community events, etc.)
4. The public involvement program should be conducted in a manner that protects the integrity of the Hillsboro 2020 Vision and Action Plan by ensuring new strategy proposals are consistent with the Vision Statement and fall within one of the six Action Plan Focus Areas.
5. Any recommended amendment or addition to Hillsboro 2020 strategies should be submitted for VIC review no later than May 1, 2005.