



CITY OF BEAVERTON OREGON

REQUEST FOR PROPOSALS

STRATEGIC CIVIC PLAN

Solicitation #2392-10B

**DATE & TIME PROPOSALS ARE DUE:
May 14, 2010, at 2:00 PM**

Envelope(s) shall be sealed and marked with Project Title. Respondents must submit one (1) original and five (5) complete copies of their proposal

Mayor

Denny Doyle

City Councilors

Cathy Stanton

Catherine Arnold

Betty Bode

Bruce Dalrymple

Marc San Soucie

SUBMIT PROPOSAL TO:

City of Beaverton
Purchasing Division
4755 SW Griffith Drive
Beaverton, OR 97005
503-526-2228

This document is available in alternate formats, such as large print, audiotape, oral presentation and electronic format.
To request alternate format, call the City of Beaverton at 503-526-2228 or TDD 503-526-263”.

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LEGAL ADVERTISEMENT

CITY OF BEAVERTON REQUEST FOR PROPOSAL Strategic Civic Plan Solicitation #2392-10B

The City of Beaverton is seeking sealed proposals from qualified consultants from planning, urban design and/or architecture firms to assist in the development of a Strategic Civic Plan. Consultants are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required.

Sealed proposals will be received until 2:00 pm on May 14, 2010, at the Finance Utility Billing Counter on the second floor at 4755 SW Griffith Dr., Beaverton, Oregon 97005, Attention: Terry L. Muralt, CPPB, Purchasing Agent. There will be no formal opening. Facsimile proposals will not be accepted. Proposals will not be accepted after the stated opening date and time. Late proposals will be returned to the vendor unopened.

Solicitation packets may be downloaded from www.beavertonoregon.gov or may be obtained at the address listed above or by calling the Bid Line at 503-526-2228.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposer is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Beaverton's Contract Review Board Policy.

The City of Beaverton reserves the right (1) to reject any or all proposal not in compliance with public bidding procedures, (2) to postpone award of the contract for a period not to exceed one hundred eighty (180) days from date of proposal opening, (3) to waive informalities in the proposals, and (4) to select the proposal which appears to be in the best interest of the City.

PUBLISHED: Daily Journal of Commerce
DATE: April 5, 9, & 14, 2010

OBTAINING SOLICITATION DOCUMENTS ADDENDA FROM CITY WEB SITE

TO: All Interested Parties

FROM: City of Beaverton, Purchasing Office

Complete copies of many of the City's solicitations are available for downloading at <http://www.beavertonoregon.gov/departments/finance/purchasing>. (Some solicitations containing oversized documents, such as plans or diagrams, are unavailable for downloading, or are available only in part.)

If you choose to download a solicitation document from the City's Web site, you will be asked to register for future e-mail notification of any addenda issued in connection with the downloaded solicitation.

Even if you do not download solicitation documents from the City's Web site, you can still register to receive e-mail notification of the issuance of an addendum relating to a particular solicitation. To register, go to the City of Beaverton's Bid Registration System, found at www.beavertonoregon.gov/bids.

Upon receipt of an e-mail notification of the issuance of an addendum you can download the entire addendum from the "Current Bid & Proposal Opportunities" site, located at www.beavertonoregon.gov/departments/finance/finance_bids.html

It is to your advantage to register for e-mail notification of the issuance of an addendum. If you do not receive all addenda issued in connection with a particular solicitation, it is possible the proposal or bid you submit will be incomplete and found non-responsive.

SECTION 1: INTRODUCTION AND BACKGROUND

1.1 About the City

Nestled in the heart of the Tualatin Valley, midway between Mt. Hood and the Oregon coast, Beaverton is located in the Portland metropolitan area and is home to a population of more than 86,000. The City has an expanding and diverse tax base and a favorable debt profile. Moody's and Standard & Poor's have assigned the City's General Obligation Bonds an underlying rating of "Aa2" and "AA+" respectively. Its budget for fiscal year 2009-10 is \$163,494,427, which includes \$46.7 million in fund balances and reserves.

Beaverton is known for excellent schools, beautiful parks, attractive residential neighborhoods and an ethnically diverse population. For the past three years (2007-2009), CQ Press has ranked Beaverton as the safest city in the Pacific Northwest and the Environmental Protection Agency has named the City a Green Power Community (meaning the City, its businesses and its residents collectively buy green power in amounts that meet or exceed EPA's Green Power Community purchase requirements). In addition, in 2009, BusinessWeek magazine named Beaverton one of the best places to raise kids, and in 2006, Money Magazine ranked the City as one of the 100 best places to live in America.

Beaverton is strategically located at the nexus of the area's western transportation system and enjoys direct access to two major freeways (26 and 217), two state highways (8 and 10) and connections to mass transit via TriMet's regional light-rail (MAX), commuter rail (WES) and bus systems. The City is home to more than 4,500 businesses including more than 250 specialty manufacturing companies and more than 100 software development firms. The area hosts the corporate headquarters and offices of major firms such as Nike, Intel, Columbia Sportswear, Tektronix, Merix Corporation, ESI, Leupold Stevens, Shari's Restaurants, Plaid Pantry, and Yakima USA.

More information about the City can be found at <http://www.BeavertonOregon.gov>.

1.2 Background

In 2007, the City of Beaverton began a comprehensive public engagement effort to learn the community's future vision of the City of Beaverton. The community visioning process entailed almost 100 meetings, focus-group sessions, open houses, and other outreach forums. These gatherings resulted in the submission of a multitude of suggestions from over 4,500 members of the Beaverton community. The outcome is a community vision entailing five (5) guiding goals, each with approximately 5-6 specific Visioning Targets associated with each:

1. Build Community
 - Strengthen Connections Among Diverse Community Groups
 - Promote Signature Events & Features
 - Promote Vibrant & Connected Neighborhoods
 - Strengthen Community Identity & Sense of Belonging
 - Expand Public Engagement & Communication

2. Create a Vibrant Downtown
 - Establish an Identifiable Downtown
 - Stimulate Downtown Redevelopment
 - Make Downtown a Destination
 - Encourage Sustainable Design in our Downtown
 - Foster Arts & Culture
 - Create a Business Friendly Environment
3. Enhance Livability
 - Create a Comprehensive Civic Plan to Shape & Manage Community Development
 - Build a Sustainable Community
 - Protect & Enhance Natural Areas, Parks & Open Spaces
 - Ensure a Diverse Range of Quality Housing Options
 - Promote City-Wide Beautification
 - Foster Economic Prosperity and Diversity
4. Provide High Quality Public Services
 - Keep Beaverton Safe
 - Support a Full-Service Library System
 - Maintain the Best Educational System in the Region
 - Extend Senior Care and Engagement Opportunities
 - Facilitate Access to Essential Services for All
 - Provide Open, Responsive & Coordinated Government Services
5. Improve Mobility
 - Improve Traffic Flow, Connectivity and Access
 - Enhance Roadway Safety
 - Expand the Bicycle & Pedestrian Network
 - Make Regional Transit Easy to Use
 - Expand & Encourage Use of Alternative Transportation Choices

Beaverton is a First Tier Suburb¹ and commuter community for Portland. Similar to what other First Tier Suburbs are experiencing, Beaverton faces traffic congestion, scarce vacant lands, underutilized commercial properties, rapidly changing population characteristics, rising social needs, land assembly issues, and aging/ incomplete infrastructure. Over the years, numerous studies have been undertaken in an attempt to address individual issues without having in place an overarching, citywide vision for the future. With the completion of the Beaverton Community Vision project expected in June, 2010, this citywide vision will be ready to be transformed into strategy.

The purpose of the visioning process is not only to develop a vision of what Beaverton should look like in years to come, but also how to accomplish that vision. To successfully implement Beaverton's community vision, the City seeks to develop a Strategic Civic Plan (aka Beaverton Civic Plan) as part of an effort that will coordinate and direct the carrying out of the identified goals.

¹ First Tier Suburb is a term used by the National League of Cities to describe suburb communities adjacent to a Central City. The National League of Cities has formed a working group of elected officials from First Tier Suburbs, including Beaverton Mayor Denny Doyle, and has published some information for consideration.

The Beaverton Civic Plan is an umbrella term for the comprehensive set of topic discussions, project recommendations, implementation strategies, and financial strategies that will be developed in conjunction with community stakeholders and presented to City decision makers for adoption. Two key components of this plan to be created by the consultant will be the creation of a Downtown Development Strategy and city-wide Land Use and Transportation Plan. The Beaverton Civic Plan will bring together economic development, land use, housing, public safety, sustainability and transportation policy direction that will provide guidance for subsequent amendments of the Beaverton Comprehensive Plan, the Beaverton Development Code, the Transportation System Plan, the Beaverton Economic Development Strategy, and other key strategic policy and planning documents.

To inform the Beaverton Civic Plan Task Forces and Steering Committee, the City of Beaverton is currently developing background reports on housing, economic opportunities, target industries, First Tier Suburb comparisons, and socioeconomic and demographic trends and projections. Concurrently, the City is developing an Urban Renewal Plan, updating its Transportation System Plan, and significantly modifying the Land Use Chapter of its Development Code.

SECTION 2: SCOPE OF WORK

2.1 Scope of Work

The City is looking for a consultant with international experience and acclaim in order to bring a cachet previously unseen in Beaverton that will excite the community to the possibilities of what the City may become in the future. This person or firm will bring examples of concepts that have been successfully implemented in similar communities that are close-in suburbs of a Central City with transportation and environmental constraints, and are largely built out with redevelopment accounting for the majority of future growth opportunities.

A crucial key role that the selected consultant team will play is that of lead coordinator of the Strategic Civic Planning effort: bringing all of the Beaverton Civic Plan components together in a cohesive and mutually supporting strategic planning document. The City has completed many different planning studies over the past several years and currently has contracts with consultants for development of a housing strategy and analysis of demographic and economic trends and projections. The City is not looking for the selected consultant to manage the disparate Beaverton Civic Plan projects, but to ensure that the relevant components of those plans, if still viable, are incorporated into all components of the Beaverton Civic Plan.

As a process and eventual working document, the Beaverton Civic Plan is intended to:

- Spark the interest and excitement of residents, business & property owners, city officials, and others in the future potential of the City.
- Transform the conceptual goals of the visioning process into realistic, achievable targets
- Generate new ideas and discussion about the built environment, sustainability, sense of place, and the City's overall identity.
- Spur significant private investment in the underdeveloped/ underutilized areas of the City.
- Foster a sense of cohesion among elected officials, citizens, regional partners, and City staff as to the City's strategic direction.
- Chart an effective, considered, and innovative course of action for the City's future.

The City is seeking sealed proposals from qualified consultants to provide assistance in development of a Strategic Civic Plan (aka Beaverton Civic Plan). Consultant(s) selected for work will be initially responsible for synthesizing the key concepts from past and current plans, working with staff Task Forces to analyze individual projects and targets identified through the Beaverton Community Vision process, and collaborating on Topic Papers in each of the six (6) topic areas of the Beaverton Civic Plan: Public Safety, Services & Governance; Natural Systems, Sustainability, & Cultural Resources; Housing & Neighborhoods; Economic Development; Downtown Development & Revitalization; and Land Use & Transportation.

With the creation of the Topic Papers, the Consultant will formulate recommendations for the citizen-based Steering Committee. The Consultant will present these recommendations to the Steering Committee and assist them in prioritizing projects. Accompanying this work, the Consultant will need to identify financial and implementation strategies for each recommended project.

Two key products to be produced as part of the Beaverton Civic Plan are a Downtown Development Strategy and citywide Land Use and Transportation Plan. The selected Consultant will be responsible for developing both of these plans, presenting them to appropriate stakeholders, revising them into final documents, and preparing an implementation strategy and schedule. As part of the development of these documents, the Consultant will hold community workshop-style meetings in order to gather input/preferences to incorporate into the plans.

Although the primary document, the Beaverton Civic Plan, will be written and assembled by staff, the consultant will be the leader and community facilitator for this in-depth long range planning effort which will help to define the City's future growth patterns. The documents developed by the consultant will be the foundation of the Beaverton Civic Plan's recommendations and policy direction. Anticipated components of this Civic Planning project will include, but may not be limited to, building on prior planning efforts, examining existing codes for barriers and obstacles, conducting parking analyses, developing a detailed transportation system plan for the central part of the City, preparing an implementable redevelopment plan, and other relevant documents in order to:

- Assist in the creation of a roadmap that directs our City toward positive change and serves as the basis for long term City Council policy direction for the City government.
- Create a complete set of strategies for implementation and financing of a comprehensive, citywide redevelopment strategy for the future.
- Draw links between current City planning efforts, Metro goals for Centers and Corridors, and the community's vision for the entire city with a targeted focus on downtown.
- Create an inclusive document to describe, in detail, the strategic steps necessary to enable downtown to become a vibrant, walkable, mixed-use center with its own identity, defined geography, and unique character.
- Develop a strategy that embraces SmartGrowth Principles: build mixed-use, mixed-income communities that are less automobile dependent, establish growth zones and incentives to develop in the zone, encourage higher density through policy and practice, and make places and spaces where people can congregate.

- Increase opportunities to incorporate accepted sustainability principles throughout future City plans and policies.
- Consider the relationships between land use and transportation from a citywide perspective.
- Develop policy recommendations to provide the city with regulatory tools to encourage the market to provide desired housing opportunities and diverse employment base.
- Draft concept plans and regulating maps for specific areas including downtown and the city as a whole.
- Hold workshops to help community members examine the tradeoffs inherent in change and development and work with them to craft a solution for their future.
- Bring a vibrancy to the planning effort that will excite the community to the possibilities and opportunities for the creation of the future Beaverton.

2.2 Services to be Provided

The anticipated time frame for the Beaverton Civic Plan project is to bring a draft community-endorsed plan to the Beaverton City Council in early 2011. The following section which outlines deliverables and timeframes for those deliverables assumes the early 2011 end date. However, the City desires to understand a schedule of work which the respondents to this RFP consider to be most realistic given the scope of work. Therefore, the schedule may be adjustable based on the City's goals and the selected consultant's recommendations. Services to be provided include, but are not limited to the following:

- Deliverable 1. Website Concept for Community Involvement.** City website concept specific to the Beaverton Civic Plan that includes opportunities for community feedback on key topic areas, visual preference surveys, and other means of involving the community in the planning process. Note that this deliverable is for a website design rather than for a functioning website. The City maintains a website administrator who will implement the design. **Due: July 9, 2010**
- Deliverable 2. Guiding Principles.** Synthesis of the Beaverton Community Vision goals, sustainability principles and SmartGrowth (or similar) concepts into a set of draft Guiding Principles and evaluation criteria for use in developing recommendations for the Beaverton Civic Plan. **Due: July 9, 2010**
- Deliverable 3. Presentation of Guiding Principles.** Presentation of draft Guiding Principles to Steering Committee for feedback, revision (as necessary) and adoption. **Due: July 19, 2010**
- Deliverable 4. Task Force Meetings.** Facilitation of approximately 6-12 staff Task Force meetings for the purpose of assisting staff in the development of Topic Paper outlines. Note that all six (6) Task Forces will meet in a single day. Thus, 12 Task Force meetings would result in two (2) days of meetings, not 12 days of meetings. It is expected that facilitators for each Task Force will have expertise in the specific topic area:

1. Public Safety, Services & Governance.

2. Natural Systems, Sustainability, & Cultural Resources.
3. Housing & Neighborhoods.
4. Economic Development; Downtown Development & Revitalization.
5. Land Use & Transportation.

Due: 6-12 Meetings between July to October, 2010

Deliverable 5. Topic Papers. Written recommendations for each of the six (6) topic areas. Each topic paper will include:

1. Analysis of key issues associated with the topic area.
2. Identification of relevant strategies and/or direction from current or previous plans.
3. Existing conditions segment including discussion of any relevant trends identified in the Beaverton Civic Plan background reports.
4. Written recommendations for each of the 5-8 associated Visioning Targets within the topic area describing how each Target can (or cannot) be achieved within the framework of the Civic Plan Guiding Principles.

Due: August 2, 2010

Deliverable 6. Presentation of Topic Papers. Presentation to Steering Committee for feedback and revision as necessary. **Due: August 16, 2010**

Deliverable 7. Draft Land Use and Transportation Strategy. Conceptual citywide Land Use and Transportation Strategy with analysis of supporting infrastructure and cost-benefit analysis. This strategy will include an analysis of specific action items identified through the Beaverton Community Vision, including:

1. Couplet concept for Beaverton Hillsdale Highway/ Canyon Road.
2. Circulator concept for Downtown Beaverton (trolley, streetcar, etc).
3. Street grid expansion in Downtown Beaverton north of Canyon Road.
4. Alternative sources of transportation funding.
5. 20-minute neighborhood concept.
6. Growth and open space balance.

Due: August 23, 2010

Deliverable 8. Draft Downtown Development Strategy. Conceptual Downtown Development Strategy with analysis of supporting infrastructure and cost-benefit analysis. This strategy will include an analysis of specific action items identified through the Beaverton Community Vision, including:

1. Creation of Downtown Districts.
2. Incentives for redevelopment.
3. Arts, culture and entertainment expansion.
4. Green development incentives.
5. Eco-hub development concept.
6. Parking strategy.

Due: August 23, 2010

Deliverable 9. Preliminary Transportation Modeling. Preliminary transportation modeling of the conceptual citywide Land Use Strategy and conceptual Downtown Development Strategy. **Due: August 23, 2010**

- Deliverable 10. Community Events.** Up to three (3) community and stakeholder workshops/open houses for the conceptual citywide land use strategy and conceptual Downtown Development Strategy. **Due: Up to 3 events between July and October, 2010**
- Deliverable 11. Presentation of Preliminary Plans.** Presentation of draft Downtown Development Strategy, Land Use and Transportation Strategy, and Transportation Modeling to Steering Committee for feedback and revision as necessary. **Due: September 7, 2010**
- Deliverable 12. Steering Committee Meetings.** Facilitation of approximately 4-6 Steering Committee meetings for the purpose of assisting the Committee in drafting recommendations and prioritizing recommendations. **Due: 4-6 meetings between July and October 2010**
- Deliverable 13. Community Feedback.** Compilation of community and stakeholder feedback regarding the conceptual citywide land use strategy and conceptual Downtown Development Strategy including results of surveys and comments generated through presentations to selected stakeholder groups/ committees. **Due: September 27, 2010**
- Deliverable 14. Final Transportation Model Outputs.** Finalized transportation model outputs for the conceptual citywide Land Use Strategy and conceptual Downtown Development Strategy, based on community, staff and committee feedback. **Due: September 27, 2010**
- Deliverable 15. Final Land Use and Transportation Strategy.** Review and revision of Preliminary Draft Land Use and Transportation Plan into a final document based on outreach efforts. Revision to include discussion of how the strategy meets the Civic Plan Guiding Principles. **Due: September 27, 2010**
- Deliverable 16. Final Downtown Development Strategy.** Review and revision of Preliminary Draft Downtown Development Strategy into Revised Downtown Development Strategy document based on final outreach efforts. Revision to include discussion of how the strategy meets the Civic Plan Guiding Principles. **Due: September 27, 2010**
- Deliverable 17. Presentation of Final Plans.** Presentation of Land Use Strategy and Downtown Development Strategy to City Council. **Due: October 18, 2010**
- Deliverable 18. Prioritized Recommendations.** Outline of Steering Committee Recommendations, prioritized based on Committee input. **Due: October 25, 2010**
- Deliverable 19. Presentation of Prioritized Recommendations.** Presentation of Steering Committee Recommendations to City Council. **Due: November 29, 2010**

2.3 Schedule of Work

The City expects the proposer selected for award of contract to start work as soon as a contract is signed by all parties. **The City expects awarded consultant to deliver the deliverables according to the schedule identified in Section 2.2.**

SECTION 3: PROPOSER'S SPECIAL INSTRUCTIONS

3.1 Procurement Timeline

The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties.

<u>Event</u>	<u>Completion Date & Time</u>
Advertisement and Release of Proposals	April 5 th , 9 th , & 14, 2010
Deadline for RFP Protests or Requests for Changes	April 30, 2010
Deadline for Submission of Proposals	May 14, 2010
Interviews (if necessary)	May 18-21, 2010
Award of Contract by Contract Review Board	June 7, 2010
Commencement of Services	June 21 2010

3.2 Proposals

No formal opening will occur in connection with this procurement. In accordance with ORS 279B.060(5)(a) only the names of the proposers shall be disclosed at the opening. Proposals generally are not open for public inspection until after the notice of intent to award a contract is issued.

3.3 Interpretations and Addenda

All questions regarding this project proposal shall be directed to Terry Muralt, Purchasing Agent, at either 503-526-2229 or tmuralt@ci.beaverton.or.us. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an addendum to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Proposers are responsible for checking for addenda on the City's Website. Proposers should visit the City's website in order to register to receive e-mail notification of any addenda issued for this specific proposal document. Upon receipt of the e-mail notification, proposers are responsible to download the document from the "Current Bid & Proposal Opportunities" site at www.beavertonoregon.gov/bids.

Any addendum issued as a result of any change in this Request For Proposal (RFP) must be acknowledged on the "Signature Page" with proposal.

Only questions answered by formal written addenda are binding. Oral and other informal interpretations or clarifications are without legal effect.

3.4 Protests

Address any protests to:

City of Beaverton
Terry Muralt, CPPB, Purchasing Agent
Finance Department
4755 SW Griffith Drive
Beaverton, OR 97005
and mark the outside of the envelope:

STRATEGIC CIVIC PLAN

Closes: May 14, 2010 @ 2:00 PM

3.5 Specification/Term Protest

Ambiguities or problems with this RFP, its contract terms or specifications may be resolved by asking questions, seeking clarification, requesting changes or by filing a formal protest. Information provided below describes the appropriate process to pursue these options, should the need arise.

3.5.1 RFP Protest or Request for Change of Specifications or Terms

A proposer who believes any proposal specifications or terms detailed in this RFP (including its Addenda, if any) are unnecessarily restrictive or limit competition may submit a protest or request for change, in writing, to the Purchasing Office. A request for change regarding the terms of this RFP may be submitted via facsimile. Any protest or request for change regarding the terms of this RFP shall include the reasons for the protest or request and shall detail any proposed changes to the specifications or terms. The Purchasing Office shall respond to any protest or request for change and, where appropriate, shall issue any revisions, substitutions, or clarification via addenda to all interested Proposers. To be considered, protests or requests for change regarding the terms of this RFP must be received by **April 30, 2010**. If a timely protest or request for change regarding the terms of this RFP is received, the proposal opening date may be extended if necessary to allow consideration of the protest or request for change and issuance of any necessary addenda to the proposal documents.

3.5.2 Exclusion Protest

Upon City's issuance of the notice of (a) Proposers to be interviewed or (b) Proposers invited to engage in discussion, a Proposer may protest its exclusion from the top tier as set forth in Beaverton Purchasing Code section 47-0720. An Affected Proposer may protest, for any of the bases set forth in Beaverton Purchasing Code section 47-070(B). Failure to so protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the City.

3.5.3 Intent to Award Protest

City intends to announce its intent to award prior to Contract award by posting the tabulation sheet of Proposal results and Intent to Award Letter on the City's Web site and/or by letter or fax to Proposers. The notice shall serve as notice to all Proposers that the City intends to negotiate and to make an award. Adversely affected or aggrieved Proposers shall have seven (7) calendar days from the date of the Intent-to-Award Notice

within which to file a written protest. Protests submitted after that date shall not be accepted. Protests shall specify the grounds upon which the protest is based. (Refer to Beaverton Purchasing Code section 47-0740.) Failure to so protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the City. City intends to respond in writing to properly-filed intent-to-award protests submitted by adversely affected or aggrieved Proposers. Any response provided by City, however, is not intended to, and may not in and of itself constitute, confirmation that the Proposer is in fact adversely affected or aggrieved and therefore entitled to protest intent to award. After expiration of the seven (7) calendar-day intent-to-award protest period and resolution of all protests, City intends to proceed with negotiations and, where appropriate, the final award.

3.6 Business License/Taxpayer Id Number

A Proposer awarded a contract shall obtain a City business license as required by Beaverton Code section 7.01 prior to beginning work under this contract and must pay all fees due under the Business License Law during the term of the contract.

A Proposer awarded a contract shall complete an IRS Form W-9 for the City and provide the City with either the Proposer's Social Security Number or federal taxpayer ID number. This number is requested pursuant to BPC 47-0636 of the Beaverton Purchasing Code (Resolution 3917, as amended). Social Security numbers provided pursuant to this requirement will be used for the administration of state, federal and local tax laws.

3.7 Contract Administrator

The Contract Administrator will be Laura Kelly, who can be reached by telephone at 503-526-2548 or by e-mail at lkelly@ci.beaverton,or.us.

3.8 Form of Contract

Please refer to Attachment A for the City's standard form of contract. **Note insurance requirements set forth in Sections 17 and 18 of the contract.** The contract will incorporate the terms and conditions from this RFP document and the submitted proposal. **Proposers taking exception to any of the contract terms or conditions must submit a request for a change standard contract terms and conditions WITH THEIR PROPOSAL, or the exceptions will be deemed waived.** The City Attorney will review all requests for changes and may or may not accept the requested exceptions. The City is hereby expressly authorized to engage in serial negotiation of the excepted contract terms pursuant to BPC 47-0262(C) (2) (a) (iii).

3.9 Term of Contract & Availability of Funds

A contract awarded is expected to commence on or about June 21, 2010 and end on or before December 31, 2010. Any contract awarded pursuant to the RFP that has a term of more than one year must include a non-appropriation clause. Continuation or extension of the contract after the end of the fiscal period in which the contract takes effect shall be contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future City Council-approved budgets of City (or from applicable federal, state, or other sources) to permit City in the exercise of its reasonable administrative discretion to continue the contract, City may terminate the contract without further liability by giving Proposer reasonable notice.

3.10 Intergovernmental Permissive Cooperative Procurements

Pursuant to ORS 279A.215 and City of Beaverton procurement rules, other public agencies may purchase goods and services under the terms, conditions and prices of any contract resulting from this solicitation if the Consultant agrees to extend the terms, conditions and prices of the contract resulting from this solicitation to such agencies.

Any such purchases shall be between the Consultant and the participating public agency and shall not impact the Contactor's obligation to City of Beaverton. Any estimated purchase volumes listed herein do not include estimated purchase volumes of other public agencies. City of Beaverton makes no representation or guarantee as to the volume of such additional purchases by other public agencies.

Any proposer, by written notification included with their solicitation response, may decline to extend the terms, conditions and prices of a resultant contract to any and/or all other public agencies.

3.11 Nondiscrimination

The consultant agrees that, in performing the work called for by this proposal, consultant shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279C.500 through 279C.565.

3.12 Cost of Preparing Proposals

All costs incurred in preparing and submitting a proposal in response to the RFP is the responsibility of the Proposer and shall not be reimbursed by Agency.

3.13 Proposal Validity Period

Each proposal shall be irrevocable for a period of one hundred eighty (180) days from the Proposal Opening Date.

3.14 Withdrawal of Proposals

If a Proposer wishes to withdraw a submitted proposal, it shall do so prior to the Closing date and time. The Proposer shall submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to the Purchasing Agent at the address listed on the front page of the RFP, as required by Beaverton Purchasing Code section 47-0440(2).

3.15 Distribution of Proposals

The City intends to publish the names of all Proposers on its Website within 24 hours of the opening of Proposals. Proposals will be distributed to members of the City's evaluation team. In submitting a proposal, each Proposer agrees that the City may post the proposal on the City's intranet for evaluation and ranking and reveal any trade secret or other confidential materials contained in the proposal to City staff and to any outside consultant or third party retained by the City for purposes of evaluating and ranking proposals.

SECTION 4: PROPOSAL CONTENT & FORMAT

Proposals must address all submission requirements set forth in this RFP, and must describe how the services will be provided. Page limits are noted, when relevant, and assume 8 1/2 x 11 – inch paper and single-spaced lines. Unless otherwise specified, no particular form is required. In order to be considered for selection and possible contract, the proposal must be complete and include the following. Joint proposals will not be accepted. Proposals that merely offer to provide services as stated in this RFP will be considered non-responsive.

4.1 Proposal Format and Administrative Requirements

The City's proposal format and administrative requirements are set out below. These are intended to facilitate the City's ability to quickly and accurately evaluate proposals. Failure to follow these format and administrative requirements may affect the scoring of proposals.

4.1.1 Cover Page

Include a cover page with the submitted proposal. Include the following information on the cover page:

- The RFP Title;
- The name, title, address, telephone number, fax number, e-mail address of Proposer's primary contact person; and
- The date of submission.

In addition to the above information, but not in lieu thereof, Proposers may include other information on the cover page.

4.1.2 Table of Contents

Include a table of contents with the submitted proposal. All material items comprising the proposal should be clearly identified and easily located.

4.1.3 Transmittal Letter

Include a transmittal letter with the proposal, not exceeding two pages in length. The letter should identify by name and contact information the one person proposer wishes the city to contact after proposals have been evaluated, scored and ranked. The letter may include any other information or insights the proposer deems relevant, but in no instance may the letter exceed two pages in length.

4.1.4 Signature Page

The Proposer must sign and submit the Signature Page (see Section 7 of this RFP). The submission and signing of the signature page indicates the intention of the Proposer to adhere to the provisions described in this RFP. The Signature Page does not count in the total page limit that may be required in this solicitation.

4.1.5 Page Limit

There is no page limit on proposals submitted in response to this procurement.

4.1.6 Commitment to Sustainability

In an effort to promote greater use of recycled and environmentally preferable products and to minimize waste, the City encourages all proposals submitted in hard copy be prepared simply and economically. The use of special bindings, unnecessary colored displays and irrelevant promotional materials is neither required nor desired. Double-sided printing on recycled paper and/or the use of reusable products is preferred.

4.1.7 Proposal Submittal

Submissions in response to the RFP shall contain one signed original and five (5) complete paper copies. Submit the proposal and 5 copies in one sealed envelope. The name and address of the Proposer must appear on the outside of the envelope. Additionally, in the lower left-hand corner of the outside envelope print or type the following:

Strategic Civic Plan Close: May 14, 2010 @ 2:00 PM

Proposals delivered by the U.S. Postal Service shall be addressed and mailed to:

Terry Muralt
Purchasing Agent
PO Box 4755
Beaverton, OR 97076

Proposals delivered by a delivery service other than the U.S. Postal Service shall be addressed and delivered to:

Terry Muralt
Purchasing Agent
4755 SW Griffith Drive
Beaverton, OR 97005

Under exigent circumstances, proposals may be addressed to Terry Muralt, Purchasing Agent, and hand delivered to any clerk at the Beaverton Finance Department's utility billing counter located on the second floor of City Hall, 4755 SW Griffith Drive, Beaverton, Oregon. Hand delivery to any other location in City Hall will delay the official receipt of the proposal by the City's Purchasing Agent. Proposals received after the designated time and date will be returned unopened. **The City does not accept proposals delivered by e-mail or facsimile transmission.**

4.1.8 Submission Deadline

Sealed proposals will be received until 2:00 PM on May 14, 2010. Late, faxed or electronically transmitted proposals shall not be accepted.

4.1.9 Trade Secrets and Confidential Information

If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this RFP, Proposers shall label any information that it wishes to protect from disclosure to third parties. Proposers must label each page containing a trade secret or other confidential information and identify on each page the

content that is a trade secret or is other confidential information. Any Proposer who designates its entire proposal as confidential or a trade secret may be disqualified.

The City shall take reasonable measures to hold in confidence all such labeled information, but shall not be liable for release of any information when required by law or court order, whether pursuant to the Oregon Public Records Law or otherwise. The City shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3). Furthermore, by submission of a proposal, the Proposer agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential information.

4.2 Substantive Requirements

The following information is requested to allow the City to evaluate Proposer responsibility and responsiveness to perform work described under the “Scope of Work” heading. If a contract is awarded, City shall award the contract to the responsible Proposer whose proposal it determines in writing to be the most advantageous to the City based on the evaluation process and evaluation factors described in Section 6 of this RFP, any applicable preferences described in ORS 279A.120 and 279A.125 and, when applicable, the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

4.2.1 Knowledge and Experience

Provide the following:

4.2.1.1 Background of the Firm

A comprehensive history of your firm and its experience in creating and successfully implementing strategic plans as well as a description of the extent of its standing as an internationally esteemed planning firm. Under this heading, include the following information:

- A list of your firm’s national and international awards and recognition for projects similar to the work described in the Scope of Work.
- Total number of years the firm has been in business, the general scope of services the firm provides, the current number of employees, and current principal areas of expertise.
- A narrative description of the firm’s organization and its relationship to any larger business entity. Include an organizational chart depicting the information provided.
- A description of similar work performed involving the items called out in the Scope of Work. Specifically address the firm’s experience with:
 - First Tier Suburb community planning work.
 - Implementation of strategic plans.
 - Public engagement efforts, including interactive website concepts.
 - Creating plans or strategies related to each of the five Topic Areas listed under Deliverable 4.
 - Transportation planning and modeling.
 - Downtown master planning.

- Successfully integrating SmartGrowth and/or sustainability principles into strategic plans.
- A summary of the firm's management and organizational capabilities, particularly regarding organizational resources to deliver complex projects on short notice and/or a hard deadline.

4.2.1.2 Key Personnel

Identify by name and title, the key staff members who will be assigned to work with the City. Key staff members are those people who provide substantive work for the City. Provide a biography for each identified key staff person. Biography must include, but need to be limited to, a description of the education, qualifications, experience, and training of each key staff person. The description would likely include information about the key staff person's work history, range of duties, project management history, key responsibilities on previous projects and any professional designations, licenses or certifications. Under this heading, include the following information:

- A resume for the key personnel to be assigned to this project, showing such education and experience as may be relevant to this particular project.
- A description of each key personnel's proposed roles and responsibilities on the project team.
- An organizational chart of the proposed project team.

4.2.1.3 Subcontractor Qualifications

A statement whether you intend to use subcontractors to fulfill any part of the deliverables described under the scope of work. To the extent you intend to use subcontractors to fulfill any of the required deliverables, include the following information:

- A list of the deliverables the subcontractor will perform.
- A resume for the subcontractor's key personnel, showing such education and experience as may be relevant to the deliverable to be performed.
- A description of each subcontractor's key personnel and the proposed roles and responsibilities each of the subcontractor's key personnel would have on this project.

4.2.2 Project Approach & Understanding

With the Scope of Work in mind (Section 2), submit statements of project approach and understanding that include the following:

- A description of the proposed work deliverables and activities, the methodology that will be used to accomplish them, and identify the team members who will work on each deliverable.
- A description of the proposed work products that will result from each deliverable or activity.
- A description of any points of input and review with City staff.
- A description of how you will meet the goals of the project and the characteristics described in the scope of work.
- A description of the process or tools required by the scope of work.

4.2.3 Relevant Experience and References

A description of the expertise and recent experience you have in the areas described under the Scope of Work section of this RFP. Briefly describe other contracts executed by the Proposer that demonstrate relevant experience to include:

- A description of your experience in:
 - Creating and successfully implementing civic land use and transportation plans.
 - First Tier Suburb community planning work.
 - Developing and executing public engagement strategies, including interactive website concepts.
 - Creating plans or strategies related to each of the six Topic Areas listed under Deliverable 4.
 - Transportation planning and modeling. Specifically describe your experience in working with communities with state highways located in their downtowns and experience in designing and modeling couplets.
 - Downtown master planning.
 - Facilitation/ participatory decision making.
- A list of at least five (5) current references for most relevant completed contracts that directly relate to the scope of services. Reference list should state reference's company name, address, key contact name and title, phone number, email address, and description of the service provided to the reference.

4.2.4 Contract Price

Submit a cost proposal for the services described under the “Scope of Work” of this RFP. The City anticipates the cost proposal will be based on a pricing model of services provided on an hourly rate. In which instance, include a table of the hourly rates for each member of the project team. Break the cost proposal down by each of the nineteen (19) deliverables described in the Scope of Work section. For each of the nineteen (19) deliverables, estimate the rate and number of hours of work for each team member to complete the deliverable, plus any other anticipated expenses, direct or indirect, for each deliverable.

While the City anticipates the cost proposal will be based on a services-provided-on-an – hourly-rate pricing model, a cost proposal may be based on any desired pricing model, including, without limitation: (i) services provided on retainer or for a flat fee, (ii) services provided on an hourly basis, (iii) services provided on a combination of a retainer, flat fee or hourly rate, or (iv) some other method of payment. In any event, provide sufficient information to allow the City to estimate total contract price for services described under the “Scope of Work” heading of this RFP. To this end, please comply with the following requirements when preparing the cost proposal if based on a cost model other than services provided on an hourly basis:

- If some or all services will be provided on a retainer or flat fee basis, identify the services so provided and state who will perform the services.
- If some or all services will be provided at an hourly rate, identify each of those services and provide the hourly rate for each key staff person available to perform the service.

- Identify how travel expenses (travel, meals and lodging) are billed and any reimbursement limits placed on such expenses.
- Identify any other anticipated expenses, direct or indirect, that affect cost.
- Provide sufficient information about such additional expenses so that City may estimate the annual cost of such other additional expenses.

4.2.5 Timely Completion of Deliverables

With the Schedule of Work in mind (Section 2.3), provide the following:

- Confirm your ability to meet the City's specific deliverable due dates set out at Section 2.2 of this RFP. In the alternative, and to the extent applicable, propose alternative deliverable due dates and/or sequence of work and provide an explanation of reasoning supporting the proposed alternative.
- Provide two or more references the city may contact to discuss your firm's ability to complete assigned work on schedule.

4.2.6 Additional Services (optional)

To the extent you believe you can provide the City additional services in matters relevant to the City's interests, provide a brief description of those services and an approximation of the charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately. Offers and/or pricing of additional goods or services included under this heading are not a factor in the evaluation of Proposals.

SECTION 5: PROCUREMENT METHOD

The City is conducting this RFP pursuant to ORS 279A.050 and Beaverton Purchasing Code section 46-0100. The City intends to procure the goods and services described in this RFP through the multi-tiered Competitive Sealed proposal method pursuant to ORS 279B.060 and Beaverton Purchasing Code section 47-0261, as described in this section. The City seeks proposals that will enable the City to determine which consultant(s) will best meet the City's needs. The City may award multiple contracts as a result of this procurement.

5.1 Determine Competitive Range

Upon receipt of submitted proposals, an Evaluation Team will evaluate all responsive proposals in the manner described in Section 6 of this RFP to rank and determine a top tier of responsible Proposers whose proposals appear to best meet the requirements of the City.

The City anticipates the competitive range (hereinafter referred to as "the top tier") will consist of two Proposers. The number of Proposers in the top tier may increase if the City's evaluation of proposals establishes a natural break in the scores of Proposers indicating that a lower ranked Proposer is closely competitive to the second-ranked Proposer and has a reasonable chance of being determined the most advantageous Proposer. The city does not anticipate including more than three Proposers in the top tier, but reserves the right to increase the number of top tier proposers to the number of Proposers having a reasonable chance of being determined the most advantageous Proposer. The City may reduce the number of Proposers in the top tier to only one if the excluded Proposers have no reasonable chance to be the most advantageous Proposer.

If the City postpones reference checks until after the top tier of proposers is determined, then before determining the top tier of proposers the city will give every proposer the same ranking for references, thereby making the factor immaterial to the determination of the relative ranking of the proposals.

5.2 Optional Interviews

At the City's option, interviews may be part of the evaluation process to determine which Proposers are ranked in the top tier. The City intends any interviews to serve as an opportunity to clarify or elaborate on proposals. The City will schedule the time and location of interviews (if necessary) and notify the selected Proposers.

If the City holds interviews, the number of Proposers interviewed will be limited to the top two, three or four Proposers based on the City's evaluation of submitted written proposals. The exact number of Proposers interviewed will reflect a natural break in the rankings of Proposers or will include the two highest ranked Proposers based on the City's evaluation of submitted written proposals. If interviews are held, the proposals of those interviewed will be re-evaluated in the manner described in Section 6 of this RFP to rank and determine the top tier of responsible Proposers whose proposals appear to best meet the requirement of the City. Points or rankings of proposals prior to interview will not be a factor in the post-interview re-evaluation of proposals. Proposers excluded from interviews may protest the exclusion (see Section 3, Exclusion Protest).

For out of state proposers, The City has high quality video conferencing available if attendance at interview is not possible.

5.3 Intent to Award: Discussions or Negotiations

After determination of the top tier Proposers and after any protest period expires, or after the City has provided a final response to any protest, whichever date is later, the City will either:

- a. Provide written notice to all top tier Proposers of its intent to award the contract to the highest ranked top tier Proposer and then commence serial negotiations with top tier Proposers in accordance with BPC section 47-0262(C), starting with the highest-ranked top tier Proposer; or
- b. Engage in discussions with all top tier Proposers and accept revised proposals from them as set forth in BPC section 47-0262(B) and following evaluation, scoring and ranking of the revised proposals as provided in this section, commence serial negotiation with top tier Proposers in accordance with BPC section 47-0262(C), starting with the highest-ranked top tier Proposer.

The decision whether to engage in negotiations or discussions with top tier Proposers shall be made at the sole discretion of the City based on its reasonable judgment.

5.3.1 Serial negotiations

If the City chooses to conduct serial negotiations, it will conduct the negotiations as follows:

In the negotiation, the City may negotiate (a) The statement of work, (b), the contract Price as it is affected by negotiating the statement of work; and (c) any other terms and conditions reasonably

related to those expressly authorized for negotiation in the RFP or Addenda thereto. Proposers may not submit, and the City may not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda thereto.

At any time during negotiations, the City may terminate negotiations with the highest-ranked Proposer, or the Proposer with whom it is currently negotiating, if the City reasonably believes that (a) the Proposer is not discussing or negotiating in good faith; or (b) further discussions or negotiations with the Proposer will not result in the parties agreeing to the terms and conditions of a final contract in a timely manner.

In conducting serial negotiations, if the City terminates negotiations with a Proposer, the City may then commence negotiations with the next-highest-scoring Proposer in the top tier, and continue the negotiation process until the City has either: (a) determined to award the contract to the Proposer with whom it is currently negotiating or (b) completed one round of negotiations with all Proposers in the Competitive Range.

At this time, the City does not intend to engage in more than one round of negotiations in an effort to award a contract to a Proposer. However, if the City determines that to do so is in its best interest, City may implement revised rounds of negotiations at any time in accordance with Beaverton Purchasing Code section 47-0261(6) (allowing for certain revisions, successive rounds of proposals, and new scoring to determine the best proposal for purposes of awarding a contract.) If City elects to implement revised rounds of negotiations, then City shall advise Proposers of the revised rounds of negotiations process.

5.3.2 Discussions leading to revised proposals

If the City chooses to enter into discussions with top tier Proposers and receive revised proposals (also referred to as “best and final offers”), it will conduct the discussions as follows:

The City shall initiate oral or written discussions with all Proposers in the top tier (collectively “eligible Proposers”) regarding their proposals with respect to the provisions of the RFP that the City identified in the RFP as the subject of discussions. Proposers excluded from discussion may protest the exclusion (see Section 3, Exclusion protest).

The City may conduct discussions for the following purposes: (a) informing eligible Proposers of deficiencies in their initial proposals; (b) notifying eligible Proposers of parts of their proposals for which the City would like additional information; or (c) otherwise allowing eligible Proposers to develop revised proposals that will allow the City to obtain the best proposal based on the requirements and evaluation criteria set forth in the RFP.

The City may conduct discussions with each eligible Proposer necessary to fulfill the purposes described herein, but need not conduct the same amount of discussions with each eligible Proposer. The City may terminate discussions with any eligible Proposer at any time. However, the City shall offer all eligible Proposers the same opportunity to discuss their proposals with the City before the City notifies eligible Proposers of the date and time pursuant to Beaverton Purchasing Code section 47-0262(D) that revised proposals will be due.

In conducting discussions, the City (a) shall treat all eligible Proposers fairly and shall not favor any eligible Proposer over another; (b) shall disclose other eligible Proposer's proposals or discussions only in accordance with 279B.060(6)(a)(B) or (C); and (c) may adjust the evaluation of a proposal as a result of a discussion under this section. The conditions, terms, or price of the proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the RFP.

At any time during the time allowed for discussions, the City may: (a) continue discussions with a particular eligible Proposer; (b) terminate discussions with a particular eligible Proposer and continue discussions with other eligible Proposers; or (c) conclude discussions with all remaining eligible Proposers and provide notice pursuant to Beaverton Purchasing Code section 47-0262(D) to the eligible Proposers requesting revised Offers.

If the City requires revised proposals, the City shall establish a common date and time by which Proposers must submit revised proposals. Revised proposals shall be submitted only once; provided, however, the City may make a written determination that it is in the City's best interest to conduct additional discussions, negotiations or change the City's requirements and require another submission of revised proposals. Otherwise, no discussion of or changes in the revised proposals shall be allowed prior to award. Proposers are hereby informed that if revised proposals are requested and if a Proposer does not submit notice of withdrawal or another revised proposal, the immediately previous proposal will be construed the revised proposal. The City shall evaluate revised proposals as described above. The City shall not modify evaluation factors or their relative importance after the date and time that revised proposals are due.

SECTION 6: PROPOSAL EVALUATION PROCEDURES

6.1 Evaluation Criteria

The City shall conduct an evaluation of the proposals received in response to this RFP. A selection committee of City staff with relevant expertise in the subject matter of this solicitation will review, evaluate and score submitted proposals. Evaluation committee members will evaluate proposals to determine which one best meets the needs of the City. Evaluation will be based on the following described criteria. Award will be made to the highest ranked proposer.

Each selection committee member will use the seven evaluation factors listed in the table below to evaluate submitted proposals. Each evaluation factor is given a weight, reflecting its importance in the City's selection process. The table below shows the evaluation factors and weighing factors relevant to this solicitation.

Evaluation Factor	Weighing Factor
1. Signature Page	1
2. Transmittal Letter	1
3. Knowledge & Experience	5
4. Project Approach & Understanding	5
5. Relevant Experience and References	4
6. Contract Price	2
7. Timely Completion of Deliverables	3

The quality of a response to the requirements that the proposal contain (1) a signature page and (2) a transmittal letter will be judged on a pass/fail scale. A passing proposal will be awarded four (4) points for each of the two requirements met; a failing proposal will be awarded zero points. The failure to include a signature page and transmittal letter with the proposal will reduce the proposer's total score, but not automatically eliminate the proposal from further consideration.

The remaining five (5) evaluation factors will be judged on a scale of zero to four. Each of the five (5) evaluation factors will be awarded points based on the evaluator's judgment of the quality of the response as to that particular evaluation factor. Fractional points (e.g., 3.6 or 1.75) may be awarded. Points awarded to reflect the quality of a response may be assigned individually or by a consensus of the evaluation committee.

Scoring will reflect the following rankings:

Quality of Response	Rankings
Excellent Response	4
Good Response	3
Average Response	2
Poor Response	1
No Response	0

The proposal's score is the product of the weighing factors times the points each evaluator assigns based on the evaluator's judgment of the quality of the response. The evaluators' scores are then totaled.

Evaluation Factor	Weighing Factor	Maximum Points
1. Signature Page	1	4
2. Transmittal Letter	1	4
3. Knowledge & Experience	5	20
4. Project Approach & Understanding	5	20
5. Relevant Experience and References	4	16
6. Contract Price	2	8
7. Timely Completion of Deliverables	3	12
Maximum Total Points		84

6.2 Preferences

The following preferences are applicable to this procurement and may affect the evaluation of proposals.

6.2.1 ORS 279A.120

If City receives proposals identical in price, fitness, availability and quality and chooses to award a contract, City shall award the contract in accordance with ORS 279A.120 and the procedures outlined in Beaverton Purchasing Code section 46-0300.

6.2.2 ORS 279A.125

When evaluating proposals, City shall add a percentage increase to a Price proposal of a non-resident Proposer equal to the percentage, if any, of the preference that would be given to that Proposer in the state in which Proposer resides, in accordance with ORS 279A.125 and the procedures outlined in Beaverton Purchasing Code section 46-0310.

6.3 Responsiveness and Responsible Determination

As a condition to be awarded a contract, a proposal must be responsive and a Proposer must meet the responsible proposer requirements identified in ORS 279B.110 and Beaverton Purchasing Code section 47-0640.

6.3.1 Responsiveness

To be considered responsive, the Proposal shall substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making such evaluation, City may waive minor informalities and irregularities.

6.3.2 Responsibility

Prior to award of a contract, City intends to evaluate whether the apparent successful Proposer meets the applicable standards of responsibility identified in Beaverton Purchasing Code section 47-0500. In addition, prior to award of a contract, the apparent successful Proposer must be duly licensed and registered as may be required by federal, state and local governments to provide the services described under the "Scope of Work" heading. Submission of a signed Proposal constitutes approval for City to obtain any information City deems necessary to conduct the responsibility evaluation. City shall notify the apparent successful Proposer in writing of any other documentation required. In conducting its responsibility evaluation, City may request information in addition to that already required in the RFP to the extent, City in its sole discretion, considers it necessary or advisable. City may postpone the award of the contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. The City may provide the apparent successful Proposer a reasonable opportunity to correct any licensing or registration deficiencies, so long as the opportunity does not unduly burden the City. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under Beaverton Purchasing Code section 47-0500, shall render the Proposer non-responsible and constitute grounds for offer rejection, as required under ORS 297B.100.

6.4 Contract Award and Related Procedures

The City's intent is to award one contract as a result of this procurement. City generally issues a notice of intent to award in advance of the actual award of a contract procured through a request for proposal. The period between the publication of the intent to award and the award of the contract varies, but typically is about 14 days.

6.4.1 Award consideration

Whether to award a contract shall be determined by City in its sole and absolute discretion to be in its best interest. City reserves the right to withdraw any and/or all items from award consideration.

6.4.2 Notice of intent to award

The Notice of Intent to Award shall state the final ranking of top tier Proposers. The notice will be sent to all top tier Proposers. The Notice will also be posted on the City's Web site at www.BeavertonOregon.gov. The Notice shall serve as notice to all Proposers that the City intends to negotiate and to make an award. The decision by the Contract Review Board to award the contract shall constitute the final decision of the City to award the Contract.

6.4.3 Insurance certification

The apparent successful Proposer shall provide all required proofs of insurance to City within fourteen calendar days of the issuance of the Notice of Intent to Award. Failure to present the required documents within the fourteen calendar-day period may result in proposal rejection or delay of award of contract. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to proposal submission.

6.5 Topics open to discussion and/or negotiation

City may engage in discussions and serial negotiation with Proposers of the following topics and Proposers may propose alternative contract terms and conditions that relate to the following topics:

- Scope of Work
- Cost
- Method of Payment
- Required Insurance

If necessary, contract negotiations shall commence within a reasonable time after notification of intent to award notification, such timing determined by the City in exercise of its sound discretion. In the event that mutually agreeable terms cannot be reached within a reasonable time as judged by City, City reserves the right to cancel the award with the Proposer. The City may engage in serial negotiation of contract terms pursuant to Beaverton Purchasing Code section 47-0262(C) (2) (a) (iii).

6.6 Investigation of References

The City may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. The City may request references in addition to those provided by the Proposer, may investigate any references whether or not furnished by the Proposer, and may investigate the past performance of any Proposer. The City intends to contact references of the Proposers invited for interview. Reference checks may be done by any reasonable method, including in-person interview, telephone interview or written questionnaire. The City will conduct the reference checks and the evaluation of gathered information uniformly across all Proposers.

6.7 Reservation of Rights

City reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend, delay or cancel the RFP without liability if City finds it is in the best interest of the City to do so (see generally ORS 279B.100);
- Obtain clarification of any point in proposal or obtain additional information necessary to properly evaluate a particular proposal;
- Reject any or all proposals received upon finding that it is in the best interest of the City to do so (see generally ORS 279B.100);
- Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any proposal, if required;
- Reject any proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- Negotiate a Statement of Work based on the Scope of Work described herein and to negotiate separately in any manner necessary to serve the best interest of the public;
- Amend any Contracts that are a result of the RFP; and
- Engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the nature of some of these deliverables, the Proposer with the lowest Price proposal may not necessarily be awarded a contract. City reserves the sole right to determine the best proposal.

SECTION 7: SIGNATURE PAGE

[FILL OUT AND SUBMIT THIS PAGE WITH YOUR PROPOSAL]

This page must be signed with the full name and address of the Proposer submitting the response; if a partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The undersigned verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that information provided in response to this **Request for Proposal Solicitation #2392-10B** is accurate.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this proposal.

Addendum No(s)._____ Acknowledged?

☐ YES / ☐ NO

Resident Proposer?*

☐ YES / ☐ NO

If awarded a contract pursuant to this solicitation,
Proposer will extend the terms, conditions and prices
of such contract to other public agencies?

☐ YES / ☐ NO

Proposer hereby makes this proposal to furnish goods and services at the price(s) indicated herein in fulfillment of the requirements and specifications of the City as stated in the Request for Proposals.

Signature of Authorized Official

Date

Printed Name

Telephone Number (with area code)

Title

E-mail Address

Firm

Address

*"Resident Proposer" means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the proposal whether the proposer is a resident proposer.

ATTACHMENT "A" - CONTRACT

PROFESSIONAL SERVICES CONTRACT #2392-10 TO PROVIDE PROFESSIONAL SERVICES RELATING TO: STRATEGIC CIVIC PLAN

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract") is entered into between the City of Beaverton, Oregon, located at 4755 SW Griffith Drive, P.O. Box 4755, Beaverton, Oregon 97076-4755 ("City") and _____ located at _____ ("Contractor"). The City's primary supervisor for this Contract ("Contract Administrator") is Laura Kelly, Community Development, Planning Division.

THE PARTIES HEREBY AGREE THAT:

1. EFFECTIVE DATE; DURATION. This Contract shall become effective on the date this Contract has been signed by every party hereto and, approved by legal counsel for the City. Unless terminated or extended, this Contract shall expire when City accepts Contractor's completed performance or on December 31, 2010, whichever date occurs first.

2. STATEMENT OF WORK. In accordance with the terms and conditions of this Contract, Contractor shall perform the services as scheduled ("Work") and as set forth in Contractor's proposal dated _____, and incorporated herein by this reference.

3. CONTRACT DOCUMENTS. In the event of a conflict between or among the terms of this instrument, any proposal and/or request for proposals, the following order of precedence shall prevail: (a) this instrument, (b) the request for proposal, (c) the proposal. Nothing herein shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms contained herein or in the City's request for proposal.

☒ City's Request for Proposal dated _____, is attached hereto as Exhibit "B" and incorporated herein by this reference. (*Attach RFP if Contract results from RFP solicitation.*)

Pursuant to ORS 279A.215, other public agencies may establish contracts or price agreements directly with the Contractor under the terms, conditions and prices of the original contract: ☐ Yes; ☐ No.

4. CONSIDERATION. City shall pay Contractor on a time (hourly rate) and _____ material basis, if allowed together with a progress report containing a summary of the Work completed for which payment is requested for the **MAXIMUM, NOT-TO EXCEED AMOUNT** of \$_____ as shown in attached proposal. Deliverables shall be based on the hourly rate of the Consultant and if allowed, the costs incurred by the Consultant. Payment shall be made within 30 days after receipt of Consultant's invoice.

5. BILLING AND PAYMENT SCHEDULE. At least thirty (30) days prior to due date of payment, Contractor shall prepare and submit to **THE CITY OF BEAVERTON, ATTENTION: COMMUNITY DEVELOPMENT, PO BOX 4755, BEAVERTON, OREGON 97076**, an invoice of services rendered. Payment shall be made upon Contract Administrator's approval and acceptance of Contractor's completed Work described herein, whereupon Contract Administrator shall submit a payment request to City's Finance Department. If this Contract specifies an end product, an amount up to 10 percent of the total sum of money to be paid for the satisfactory accomplishment of the Work may be withheld until all required Work is completed and accepted. If charges are made for services performed and those charges are to be paid from grant funds, the services shall relate directly to the grant from which the funds are expended. Interim payments to Contractor for partial completion of tasks or services may be made only upon prior written authorization of City. When made, interim payment shall release City from any further obligation for payment to Contractor for Work performed or expenses incurred as of the date of the invoice of services rendered.

6. AVAILABILITY OF FUNDS. City has sufficient funds currently available and authorized for expenditure to finance costs of this Contract within City's current fiscal period; provided, however, that continuation or extension of the Contract after the end of the fiscal period in which this Contract is written is contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future City Council-approved budgets of City (or from applicable federal, state, or other sources) to permit City in the exercise of its reasonable administrative discretion to continue this Contract, or if City abolishes the program for which benefit this Contract was executed, City may terminate this Contract without further liability by giving Contractor not less than 30 days' notice. In determining the availability of funds, City may use the annual budget adopted for it by its City Council.

7. ASSIGNMENT AND SUBCONTRACTORS. Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate duties hereunder, either in whole or in part, without the City's prior written consent; provided, however, that money due to Contractor may be assigned, if the City is given written notice thereof, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the City. The City may rescind this Agreement if an assignment is made without the prior written consent of the City. The rights hereunder may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. The City may rescind this agreement if transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. In no instance shall City's consent to an assignment of rights or delegation of duties relieve Contractor of any obligations hereunder. Any assignee, transferee or subcontractor shall be considered the agent of the Contractor and be bound to abide by all provisions of this Contract. Contractor, and its surety, if any, shall remain liable to City for complete performance of this Contract as if no such assignment, sale, subcontracting, disposal, transfer or delegation had occurred, unless City otherwise agrees in writing. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

8. **TERMINATION.** The parties may effect termination of this Contract in the manners indicated:
- a. **Parties' Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
 - b. **City's Right to Terminate for Convenience.** City may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Contractor.
 - c. **City's Right to Terminate for Cause.** City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as City may establish in such notice, upon the occurrence of any of the following events:
 - (i) City fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (iii) Contractor no longer holds any license or certificate that is required to perform the work; or
 - (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of City's notice, or such longer period as City may specify in such notice.
 - d. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to City if City fails to pay Contractor pursuant to the terms of this Contract and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
 - e. **Remedies.** (i) In the event of termination pursuant to subsections a, b, c(i), c(ii) or d, of this Section, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by City, less previous amounts paid and any claim(s) which City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to City upon demand. (ii) In the event of termination pursuant to subsection c(iii) or c(iv) of this Section, City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under subsection c(iii) or c(iv) of this Section, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection b of this Section.
 - f. **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon City's request, Contractor shall promptly surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the work.

9. FORCE MAJEURE. Neither party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods earthquakes, fires, acts of God, acts of the public enemy, epidemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a party's reasonable control and without the fault or negligence of the party. The affected party, however, shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. In the event of such delay, the party delayed shall give written notice of the delay and the reason therefor to the other party within 30 days after the delayed party learns of the delaying event. An extension of time for any such cause shall be for the period of duration of the cause. Delays under this paragraph shall not be the basis for additional compensation payable to the Contractor.

10. MODIFICATION. Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Contractor, which increases or decreases the cost to City over the agreed sum or changes or modifies the Statement of Services or Delivery Schedule. Any such modification shall be effective only in the specific instance and for the specific purpose identified in the modification. In the event that Contractor receives any communication of whatsoever nature from City that Contractor contends gives rise to any modification of this Contract, Contractor shall, within 15 calendar days after receipt, make a written request for modification to City. Contractor's failure to submit such written request for modification in a timely manner is a basis upon which City may refuse to treat said communication as a modification. In connection with any modification to the Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment and other costs. If Contractor incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original Contract or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

11. ACCESS TO RECORDS. Contractor shall maintain all books, documents, papers and 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 Contractor's performance. City, state and federal government, and their duly authorized representatives, shall have access to Contractor's books, documents, papers, plans, writings and records that are directly pertinent to this Contract for the purpose of performing examinations and audits and making excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three years from the date of Contract expiration, or such longer period as may be required by applicable 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. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by City. The state and federal governments and their duly authorized representatives are intended beneficiaries of the terms of this provision.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and executive orders applicable to the Work to be performed under this Contract. Failure or neglect on the part of Contractor to comply with any or

all such laws, ordinances, rules or regulations shall not relieve Contractor of these obligations or the requirements of this Contract. Without limiting the foregoing, Contractor shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, color, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279A, 279B and 279C relating to public contracts. The required contract conditions of ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 are hereby incorporated herein by this reference and made binding upon City and Contractor. Contractor shall safeguard consumer personal information pursuant to ORS 646A.600 to 646A.628 (the Oregon Consumer Identity Theft Protection Act). The parties shall comply with any state or federal law or regulation specific to the funding source that supports this Contract.

Contractor shall obtain a City of Beaverton business license as required by BC 7.01 prior to beginning work under this Contract. Contractor shall provide the business license number in the space provided on the signature page of this Contract. Additionally, Contractor shall pay all fees due under the Business License Law during the full term of this contract. Failure to be in full compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law.

13. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES & WITHHOLDING. The Work to be rendered under this Contract is that of an Independent Contractor. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. As used herein, "Independent Contractor" means that:

- a. Contractor is free from direction and control over the means and manner of providing labor or services, subject only to City's right to specify the desired results.
- b. Contractor is responsible for obtaining all required business registrations or professional occupational licenses.
- c. Contractor furnishes the tools or equipment necessary to perform the contracted labor or services.
- d. Contractor has the authority to hire and fire Contractor's employees.
- e. Contractor is registered under ORS chapter 701 to provide labor or services for which such registration is required.
- f. For labor and services performed as an Independent Contractor in the previous year, Contractor has either filed federal and state income tax returns in the name of Contractor's business or, in the alternative; Contractor has filed a Schedule C tax form as part of Contractor's personal income tax return.
- g. Contractor represents to the public that the labor or services described herein are to be provided by an independently established business.
- h. Payment to the Contractor is made upon completion or periodic completion of the performance required herein, or is made based on a periodic retainer.

Neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits (including, but not limited to, social security, workers' compensation and unemployment insurance benefits) that City provides its employees. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract. Unless Consultant is subject to backup withholding, City will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations.

14. REPRESENTATIONS AND WARRANTIES; STANDARD OF CARE. Contractor represents and warrants to City that:

- a. Contractor has the power and authority to enter into and perform this Contract;
- b. When executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- c. If Contractor provides personal services under this Contract, the Work under this Contract shall be performed in a good and workmanlike manner;
- d. If Contractor provides professional services under this Contract, the Work under this Contract shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill and diligence ordinarily exercised by members of the profession currently practicing under similar conditions; and
- e. Contractor shall, at all times during the term of this Contract, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

15. OWNERSHIP OF WORK PRODUCT. Contractor is an independent contractor for purposes of determining whether Contractor's work product is "work made for hire" under provisions of the U.S. Copyright Act, 17 U.S.C. §§ 101 - 810. If Contractor's work meets the definition of a work made for hire by an independent contractor, then the work shall be considered a work made for hire and the City shall be deemed the work's author. If Contractor's work does not meet the definition of work made for hire by an independent contractor, then Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor waives and releases all rights relating to the use of the work described in or encompassed by the Statement of Work of this Contract, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the scope of the Statement of Work of this Contract shall be without liability to Contractor. If Contractor is an architect providing professional architectural services, any plans, drawings and other work product produced within the scope of work of this contract are the property of the Contractor; by execution of this Contract, Contractor grants the City an exclusive and irrevocable license to use that work product.

16. INDEMNITY. With regard to the Contractor's performance in connection with or incidental to the Work, but excluding its performance of professional services and the indemnification and hold harmless aspects thereto as set forth below in this Section, the Contractor shall defend, indemnify, protect and hold the City, its officials, employees, agents and volunteers harmless from and against any and all claims, suits, actions, losses, costs or judgments of any nature for damages or injuries to any person or property, including injury to the Contractor and/or its agents, employees or subcontractors which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless or willful acts or omissions of the Contractor and/or its agents, employees or subcontractors, in performing Work herein, and all expenses of investigating and defending against same, including reasonable attorney fees and costs at trial and on appeal; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its officials, employees, agents and volunteers.

With regard to the Contractor's performance of professional services, Contractor shall defend, indemnify and hold harmless the City, its officials, employees, agents and volunteers from and against any and all claims, costs, suits, actions, losses, expenses and damages, including reasonable attorney's fees and costs at trial and on appeal, arising from the willful misconduct or negligent acts, errors or omissions of the Consultant and/or its agents, employees or subconsultants associated with the Work.

17. INSURANCE. Contractor, at Contractor's own expense, shall procure and maintain in full force and effect for the duration of Contractor's Work under this Contract the types and coverage amounts of insurance conforming to these minimum requirements:

**WORKERS' COMPENSATION INSURANCE
AND EMPLOYER LIABILITY INSURANCE
Required For All Workers Who Are Not Exempt**

Contractor shall submit proof of Workers' Compensation Insurance for all persons who are "workers" as defined in ORS 656.005. A person who works under the Contractor's direction and control or the Contractor's right to control is a person for whom the Contractor must show proof of coverage unless the "worker" is a "non-subject worker" exempt from workers compensation insurance requirements under ORS 656.027. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work in Oregon, or show proof of extraterritorial coverage as per ORS 656.126. All Contractors and subcontractors required to procure and maintain Workers' Compensation Insurance shall also procure and maintain in full force and effect for the duration of Contractor's or subcontractor's Work under this Contract Employer Liability Insurance with a combined single limit, or the equivalent, of not less than \$500,000 each employee per accident for bodily injury by accident or disease.

Contractor shall require and ensure that each of its subcontractors who provide labor or services in connection with this Contract provide Oregon workers' compensation coverage for all their subject workers as required by ORS 656.017 and shall keep on file a certificate of insurance from each subcontractor and anyone else directly employed by either the Contractor or subcontractor.

The Contractor should consult with its own insurance agent to determine if any person who is engaged by Contractor to perform any services under this Contract is a "subject worker" for whom Contractor must provide workers compensation insurance. Contractor may declare itself exempt from this insurance requirement if it is not an "employer" who contracts to pay remuneration for and secures the right to direct and control the services of any person, as per ORS 656.006(13), to perform such services. A Contractor who makes that declaration and who does not provide that insurance may be deemed a non-complying employer under Oregon law. **A contractor who makes that declaration hereby agrees to hold City harmless from and indemnify City against any and all claims for compensation benefits made against the City by subject workers employed by the Contractor to do any of the work of the Contract.** A Contractor who declares itself exempt from providing the Workers Compensation insurance coverage otherwise required by this Contract shall make that declaration in signed and dated writing to be attached to this Contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

☒ **Required;** ☐ **Not Required.**

General Liability Insurance with a combined single limit, or the equivalent, of not less than ☐ \$500,000; ☒ \$1,500,000; ☐ \$2,500,000; or ☐ \$5,000,000 covering, but not limited to, liability for personal injury and property damage. The policy shall be written on an occurrence basis on ISO Form CG 00 01, or its equivalent, and shall include blanket contractual liability coverage for the assumed liability under this Contract and broad form property damage coverage including completed operations. The City of Beaverton and its officials, employees, agents and volunteers shall be named as additional insureds under ISO Form CG 20 10 (Additional Insureds – Owners, Lessees or Contractor), or its equivalent, with respect to the Work to be provided under this Contract. The Commercial General Liability Insurance coverage required by this Contract is with respect only to the Work described in this Contract, and has no relationship to, or bearing upon, other projects of the insured. The insurance coverage is primary to any self-insurance program.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required;** ☐ **Not Required.**

Automobile Liability Insurance with an each accident limit, or the equivalent, of not less than ☒ \$500,000, or ☐ \$2,000,000 covering, but not limited to, liability for bodily injury and property damage, together with coverage for “any auto,” including owned, non-owned and hired autos used in connection with the performance of the Work. The policy shall be written on an occurrence basis on ISO Form CA 00 01, or its equivalent, including an omnibus insurance clause. The City of Beaverton and its officials, employees, agents and volunteers shall be named additional insureds under the policy. The policy cannot be excess to a self-insurance program; any deductible cannot exceed \$5000. If Contractor is declaring Contractor excused from any requirement to provide Automobile Liability Insurance coverage because Contractor does not use an automobile in connection with Work under this Contract, Contractor may initial here: _____; otherwise Contractor shall procure and maintain the required insurance.

PROFESSIONAL LIABILITY INSURANCE

☒ **REQUIRED;** ☐ **NOT REQUIRED.**

Professional Liability Insurance with a combined single limit, or the equivalent, of not less than ☒ \$2,000,000; or ☐ \$5,000,000 per claim with a ☒ \$2,000,000 or ☐ \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage and economic loss. Contractor shall be responsible for any deductible amounts. If Contractor proposes using subcontractors, in addition to any other requirements of this Contract, City may require subcontractors to provide professional liability insurance of similar type and coverage amount. Contractor, at Contractor’s own expense, shall maintain the Professional Liability Insurance in full force for not less 24 months following completion of this Contract. The Professional Liability coverage required by this Contract is with respect only to the Work described in this Contract, and has no relationship to, or bearing upon, other projects of the insured. Coverage must be in effect prior to the commencement of the performance of this Contract. Contractor shall furnish continuous “claims made” liability coverage for 24 months following Contract completion. Certification of “tail” coverage for 24 months following Contract completion in lieu of continuous “claims made” liability coverage is acceptable if “claims made” policy expires or is cancelled following Contract completion.

18. INSURANCE CERTIFICATION; OTHER INSURANCE REQUIREMENTS. Before Contractor commences Work under this Contract, Contractor shall furnish City, through its Risk Manager, with acceptable certificates evidencing the types, amounts and issuers of insurance coverage meeting the minimum requirements of this Contract. The certificate shall specify all of the parties who are Additional Insureds. If a certificate of insurance coverage is unavailable from a particular insurer, alternative proof of insurance coverage acceptable to City shall be arranged. Renewal certificates of insurance shall be furnished no later than 15 days before the expiration of the policy. Any deductibles or self-insured retentions must be stated on the certificate of insurance, which shall be sent to and approved by City's Risk Manager in advance to commencement of Work under this contract.

In all instances concerning all forms of insurance required by this Contract:

- a. The insurance shall be issued by a company authorized to do insurance business in the State of Oregon or by a non-admitted insurer subject to the Oregon Surplus Lines Law (ORS 735.400 to 735.495);
- b. Upon request, complete copies of insurance policies, trust agreements, etc. shall be provided to City;
- c. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance amounts;
- d. Umbrella or Excess Liability Insurance may be used to achieve the above minimum liability limits, so long as policy is endorsed to state it is "As Broad as Primary Policy." If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess Liability Insurance policy may be required;
- e. Contractor shall provide City not less than 30 days written notice of Contractor's intent to cancel, terminate or make any material change affecting required insurance coverage;
- f. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than 30 days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance with an insurer meeting the requirements
- g. Except for Professional Liability Insurance, the insurance shall be provided by a carrier with A.M. Best's Rating of A- or better and Financial Performance Rating of 7 or better. Contractor's Professional Liability Insurance policy shall be written by an insurer satisfactory to City and may be written on a claims made basis, provided Contractor, at Contractor's own expense, maintains the Professional Liability Insurance in full force for not less 24 months following completion of this Contract; and
- h. The commercial general liability insurance and automobile liability insurance provided by Contractor and its subcontractors shall apply on a primary basis and be required to respond and pay prior to any other available coverage. Any commercial general liability insurance maintained by the City shall be excess of and shall not contribute with the commercial general liability insurance provided by Contractor and its subcontractors.

City reserves the right to review the types of coverages and limits of insurance required herein from time to time. In the event that City changes its insurance requirements after this Contract has been signed, City will provide notice to Contractor of the new requirements. Contractor shall promptly modify its coverage to comply with the new requirements and provide City with updated

evidence of coverage. Contractor will be entitled to an adjustment in the Contract price for any increase in premium resulting from such changes, provided Contractor can establish with reasonable certainty that the increased premium was due to changes required by City. Premium savings from any changes shall be refunded to City.

19. LIMITATION OF LIABILITIES. Neither party shall be liable in contract, tort, strict liability, warranty or otherwise for (i) any special, indirect, incidental, consequential or non-economic damages resulting from or in any way related to this Contract, such as, but not limited to, delay, disruption, loss of product, cost of capital, loss of anticipated profits or revenue, or loss of use of equipment or system, or (ii) any damages of any sort whatsoever arising solely from the termination of this Contract in accordance with its terms; provided, however, the provision of this paragraph do not apply to liability arising under or relating to Section 8(e)(ii)(Termination) or Section 14 (Representations and Warranties; Standard of Care).

20. 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 the same, postage prepaid, to Contractor or City at the address or number as identified herein above, or to such other addresses or numbers as either party from time to time may designate in writing. 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 Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

21. 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, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. CONFLICT OF INTEREST. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

23. HAZARD COMMUNICATION. Contractor shall notify City before using products containing hazardous chemicals to which City employees or patrons may be exposed. In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide City with a Material Safety Data Sheet for any goods provided under this Contract that may release, or otherwise result in exposure to a hazardous chemical under normal conditions of use (OAR 437-155-005(2), 437-155-025). In addition, Contractor must label, tag, or mark such goods.

24. DISCLOSURE OF SOCIAL SECURITY NUMBER. Contractor must provide Contractor's Social Security Number (SSN) unless Contractor provides an Employer Identification Number (EIN) or other valid form of Taxpayer Identification Number (TIN). SSN is requested pursuant to BPC 47-0636 of the Beaverton Purchasing Code (Resolution 3917, as amended). SSN provided pursuant to this authority will be used for the administration of state, federal and local tax laws. Contractor's TIN will be reported to the Internal Revenue Service (IRS) under the name and TIN submitted. (See IRS 1099 for more information.) Information not matching IRS records may subject Contractor to backup withholding.

25. SURVIVAL. Expiration shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. All representations, indemnifications, warranties and guarantees made in, required by or given by the Contractor in accordance with this Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the Contractor, completion of the Work and termination or completion of the Contract.

26. TIME IS OF THE ESSENCE. Time is of the essence of this Contract.

27. GOVERNING LAW. This Contract is entered into and is to be performed in Oregon and shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit, or proceeding between City and Contractor arising from or relating to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

28. CAPTIONS. The captions or headings in this Contract are for are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

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

30. MERGER. This Contract (including, to the extent provided herein, any attached exhibits) constitutes the entire and integrated agreement between the parties and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

31. WAIVER. City's failure to enforce a provision of this Contract shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Contract.

32. SEVERABILITY. If any term or provision, or portions thereof, of this Contract is declared by an arbiter or a court of competent jurisdiction to be illegal, invalid, void, or otherwise unenforceable, each such term or provision shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable; all other provisions and requirements of this Contract shall remain in full force and effect insofar as possible to preserve the lawful anticipated benefits of this Contract to the parties.

Certification

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) 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; (b) 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; (c) Contractor is an independent Contractor as defined in ORS 670.600; and (d) the Contractor data set forth herein is true and accurate.

The parties, by their signature below, acknowledge having read and understood the Contract and agree to be bound by its terms and conditions.

AGREED TO BY THE PARTIES HERETO:

CITY OF BEAVERTON, OREGON

BY: _____
Mayor

DATE: _____

Approved as to legal sufficiency:

BY: _____

TITLE: _____

DATE: _____

City of Beaverton Business License #: _____