

**CITY OF GRESHAM
REQUEST FOR PROPOSALS
TO PROVIDE SERVICES FOR**

**ARCHITECTURAL, ENGINEERING, PHOTOGRAMMETRIC MAPPING,
TRANSPORTATION PLANNING, AND/OR LAND SURVEYOR SERVICES**

ESTIMATED FEE IN EXCESS OF \$100,000

RFP No. 24-29

CIP WW00045

UPPER KELLY CREEK BASIN TRUNK IMPROVEMENT

Date Due: **June 28, 2024**
Time Due: 2:00 PM, local time

Submit proposals to:

Purchasing@GreshamOregon.gov

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ADVERTISEMENT

CITY OF GRESHAM
UPPER KELLY CREEK BASIN TRUNK IMPROVEMENT

REQUEST FOR PROPOSALS
RFP No. 24 - 29

The City of Gresham invites qualified firms or individuals to submit proposals to provide **consulting services for the design of the wastewater system for the Kelly Creek Basin Trunk Improvement project** services based upon the scope of work contained in the Request for Proposal. The intent is to select **ONE FIRM** to provide services.

Proposals will be received electronically via email to Purchasing@GreshamOregon.gov until **Wednesday, June 28, 2024 at 2:00 P.M. PDT**. Facsimile, hand-delivered or mailed proposals will not be accepted. Late proposals will be retained but not considered for award.

The complete Request for Proposal can be found at the City's website <https://www.greshamoregon.gov/Purchasing/> by clicking on the "View current bids and RFPs" link under "Bids and RFP opportunities."

The City of Gresham's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation.

Published May 29, 2024

SECTION I

BACKGROUND AND SCOPE OF WORK

I. Introduction

I-1A Description of the Scope of Work

The City of Gresham invites qualified individuals or Proposers to submit proposals to provide the services described in this Request for Proposal (RFP). Proposers responding to the RFP do so solely at their expense, and City is not responsible for any Proposer expenses associated with the RFP.

The scope of work includes consulting services for the design of the wastewater system for the Upper Kelly Creek Basin Trunk Improvement project as stated in the Wastewater Collections Masterplan ([Water Resources Master Plans | City of Gresham \(greshamoregon.gov\)](https://www.greshamoregon.gov/water-resources-master-plans)) under project identification KC1. The scope will also include identifying all the required permits, any easement acquisition needed, any geo-technical investigations required, and any other work required to complete the project.

Once the consultant has identified the requirements for the successful completion of this project, a preliminary design meeting will be held between the City and the consultant. In this meeting the consultant will present all the work scope items that need to be completed for a successful design and construction of the project. A final design and services during construction are not included in the current scope but may be negotiated later upon successful completion of the preliminary design phase through amendments to this contract.

I-1B Background Information

The City has identified the Upper Kelly Creek Basin Trunk as a line that needs to be upsized to increase capacity of the sewer system for future growth. Masterplan project KC1 states that approximately 832' of pipe needs to be pipe burst and upgraded to 21" diameter pipe and approximately 1505' of pipe needs to be pipe burst and upgraded to 27" diameter pipe. The project is located within the Kane Road right-of-way and in multiple easements east of Kane Road.

I-1C Statement of the Consultant's Role and Desired Qualifications

The consultant will provide professional engineering services, including predesign evaluations, preliminary design, and cost estimating. Consultant shall have experience in designing pipe bursting projects

writing specifications, permit acquisition, easement acquisition, and construction services.

I-1D Project Goals

The City is looking for a design team that will quickly and efficiently complete the design work for the upsizing of a line. This work will include but is not limited to geo-technical explorations if needed, site visits, drafting services, easement acquisition assistance, permit applications, and project specific specifications for bid purposes, and preparation of record drawings. This project will be designed to minimize impacts to the creek and surrounding wetlands.

I-1E Definition of Project Success

Project success is defined by the consultant fulfilling all the anticipated roles and furnishing all deliverables on time and within budget.

I-1F Significant Issues

The following are potential issues that could arise both during the design and construction and should be anticipated by the consultant while fulfilling the role:

- Working in easements
- Working alongside Kelly Creek and the additional environmental protection requirements
- Working in Kane Road
- Obtaining the necessary permits

I-1G Estimated Project Costs and City's Budget for Construction of the Project

The City's budget for this capital improvement project is \$1,500,000 for all project costs, including design, construction, and administrative costs.

I-1H The Time Period for Completion of the Project

The City's goal is to advertise the project for construction in Spring 2024 for construction during Summer/Fall of 2024. Record drawings are to be completed within two months after the construction completion. The total contract length will be one year from the effective date of the contract.

SECTION II PROPOSAL PROCESS

II-1 Schedule of RFP Events*

RFP Advertised	May 29, 2024
Pre-Proposal Conference	June 13, 2024 OPTIONAL
Proposal Due	June 28, 2024
Notice of Intent to Award	July 5, 2024
Contract Negotiated / Finalized	August 9, 2024
Commencement of Services	August 16, 2024
Complete Project	December 31, 2025

*Dates are approximate and subject to change.

**The need for interviews will be determined by the City.

II-2 Pre-proposal Conference

A pre-proposal conference will be held at Gresham Wastewater Treatment Plant Thickener Building Conference Room located at **20015 NE Sandy Blvd. Portland, OR 97230**, on **Thursday, June 13th, 2024 at 1:30 P.M.** Attendance is **OPTIONAL** for firms planning to submit a proposal. The objective of the pre-proposal conference is to provide an informal meeting to discuss the contents of the RFP in detail and clarify any questions potential proposers may have. In addition, this conference will give proposers an opportunity to meet with key staff of the City.

To assist in the productivity of this meeting, it is requested that questions or areas of clarification be submitted, in writing, as soon as possible to the person listed as the official contact. Statements made by the City are not binding upon the City unless confirmed by written addendum.

II-3 Proposal Due Date

Electronic proposals will be received at Purchasing@GreshamOregon.gov until **Wednesday, June 28, 2024 at 2:00P.M.** PDT. Late proposals will be retained but not considered for award. Facsimile, mailed and hand-delivered proposals will not be accepted.

Proposals must be sealed and clearly addressed and marked with the RFP number and title. Proposals may be mailed to the City, but must be received by the project manager no later than the above stated date and time. It is the responsibility of the proposer to ensure the proposal is received in a timely manner. Hand delivered proposals will be received at the front desk in the main lobby of Gresham City Hall. Facsimile or electronically transmitted proposals will not be accepted.

II-4 Proposal Opening Date

The City will not publicly open or read proposals aloud.

II-5 Solicitation Protest

A prospective bidder, proposer, or offeror may protest or request a change of a solicitation provision, evaluation criteria, scope of work, specification or contract term no later than seven (7) calendar days prior to the proposal due date. No protest of the selection of a consultant or award of a contract because of a solicitation provision, evaluation criteria, scope of work, specification or contract term will be considered after such time. The protest or request for change shall include the reason for the protest or change, any proposed language, and why the proposed language would benefit the City. The City shall consider the protest or request for change and may reject the protest or request for change, issue an addendum or cancel the RFP. The protest must be submitted to the Purchasing Office at the following address:

City of Gresham
Purchasing Office
1333 NW Eastman Parkway
Gresham, OR 97030

II-6 Official Contacts

Questions regarding the scope of services must be directed to the Project Manager:

Jeff Loftin
Engineer 2
Environmental Services Department
City of Gresham
1333 N.W. Eastman Parkway
Gresham, Oregon 97030
(503) 618-2669
E-Mail: Jeff.Loftin@GreshamOregon.gov

Proposers with questions regarding the RFP process may contact Rachelle Perry, Procurement Specialist, City of Gresham, Purchasing Office at (503) 618-2376 or Rachelle.Perry@GreshamOregov.gov.

SECTION III PROPOSAL FORM AND CONTENT

III-1 General Information

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content of the proposal.

The proposal shall not exceed **25** pages in length; consecutively number all pages of the proposal. Organize the proposal in accordance with Section III-2 through III-9.

III-2 Letter of Transmittal

All proposals must include a cover letter addressed to the City's project manager and signed by a duly constituted official legally authorized to bind the proposer to its proposal. The cover letter may summarize the key provisions of the proposal. The cover letter must include the name, address, email address and telephone number of the proposer and the name, title, address, email address and telephone number, of the person authorized to represent the proposer and to whom the City should direct correspondence.

III-3 Project Understanding

The proposer shall include a detailed statement to demonstrate its understanding of the project, including but not limited to:

- The City's goals in pursuing the project.
- The role of the proposer.
- Key project milestones, which are most important, and the ramifications of missing milestones.
- The key deliverables required by the project.
- A cost/benefit analysis for the City to pursue the project.
- A discussion of any impact on the City from delaying or not pursuing the project.

III-4 Minimum Qualifications

If the scope of work requires engineering services or surveying services to be provided, you must comply with the below minimum requirements and list the name and registration number of the qualifying professionals as described below. Proposals that do not meet the below minimum qualifications, as required, will not be evaluated.

➤ **REGISTERED PROFESSIONAL ENGINEER**

Consultant may not provide engineering services unless the work is done under the full authority and responsible charge of an Oregon Registered Professional Engineer (PE) as defined in ORS 672.002(2). The PE must be currently registered in active status with the Oregon State Board of Examiners for Engineering and Land Surveying, and must supervise and direct the work proposed under the contract. As required by Oregon law, Consultants shall place their official Oregon Registered PE certified seal and signature on all reports, maps, design drawings, and specifications delivered to City.

List the name and registration number of at least one Oregon Registered Civil Engineer intending to perform engineering services under the contract.

➤ **REGISTERED PROFESSIONAL LAND SURVEYOR**

Consultant may not provide surveying services unless the work is under the full authority and responsible charge of an Oregon Registered Professional Land Surveyor (PLS) as defined in ORS 672.002(6)(b). The PLS must be currently registered with the Oregon State Board of Examiners for Engineering and Land Surveying, and must supervise and direct the services proposed under the contract. As required by Oregon law, Consultants shall place their official Oregon Registered PLS certified seal and signature on all reports, maps, design drawings, and specifications delivered to City under contract.

List the name and registration number of at least one PLS intending to perform surveying services under the contract.

III-5 General Qualifications

Proposals shall demonstrate the qualifications and experience of the personnel who will work directly with the City rather than describing the general experience and qualifications of the firm. The City will not consider promotional literature of a general nature. The focus should be on recent and local project experience within the last five (5) years that is relevant to the scope of work outlined in this RFP. Include the following information:

General Qualifications of the Proposer

- Describe the Proposer's capabilities and experience.
- List Proposer experience working with similar projects.
- Resources available to perform work and proportion of staff time spent on project
- Record of past performance, including information on price and cost data from previous projects, quality of work, ability to meet schedules, cost control and perform contract administration
- Ownership status
- Employment practices regarding minority, women, emerging small businesses and historically underutilized businesses
- Availability to and familiarity with project location

- Describe how the Proposer is legally qualified in the State of Oregon to perform the work requested.

Project Manager Qualifications

- The project manager is the person who will be assigned by the proposer to provide day-to-day management of this project.
- List the qualifications of the project manager who will work on this project. Include a description of the relevant education and training, certificates and licenses, professional background, and years of experience with work relevant to the scope of this RFP.
- Describe the experience of the project manager, particularly similar projects with government entities. Identify the project manager's specific role in relevant projects; do not include projects where the project manager had a minor or no active role. The City will only consider projects that include a client contact name and phone number.
- Provide three (3) client references who have worked with the project manager.
- If submitting a resume, only include project experience relevant to the scope of work outlined in this RFP.
- Please include a minimum of two (2) relevant example projects demonstrating the project manager's project management approach. Examples should include detailed cost information from the design and construction of the previous projects; and owner references.

Key Personnel Qualifications

- Provide information about the qualifications and experience of key personnel. (See Project Manager Qualifications)
- Describe the experience of the project manager working with the key personnel.

Subcontractor Qualification

If a subcontractor will be used in this project:

- Provide information about the qualifications and experience of any subcontractor(s). (See Project Manager Qualifications)
- Describe the experience of the project manager and key personnel working with the subcontractor(s).

III-6 Project Approach and Schedule.

The proposer shall include a detailed statement of its approach to the project and schedule. Include the following information.

- a. A detailed explanation of proposer's approach to the work, the techniques the proposer expects to use, and the use of key personnel. This should include an explanation of any modifications of the work items and scope of work presented in this RFP.
- b. Describe how proposer would use City personnel, if at all, to assist during the project and indicate the approximate time requirement.

- c. Describe the projected workload of the project manager, key personnel and subcontractors and demonstrate their availability to timely provide the services requested in this RFP.
- d. Describe your approach to the overall management and integration of all activities required by the scope of work, including quality assurance, responsibility, and cost control.
- e. Provide any additional information about proposer's project approach that would be beneficial to the selection committee.

Note: Do not include any information about price, pricing policies or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates, and overhead.

III-7 Additional Information

Provide any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project. Use this section to address those aspects of your services that distinguish your firm from other firms. Additional information shall be considered when evaluating the proposer's Project Approach and Schedule.

Proposers are encouraged to improve upon the tasks, work items, or other elements described in this RFP. However, prior to basing a proposal on those improvements, proposers should check with the City's project manager to ensure that the City views the changes as desirable improvements.

If there is no additional information to present, state, "There is no additional information we wish to present."

III-8 Certification Statement

All proposals must contain a signed certification statement (see Exhibit VI).

III-9 Subcontractor/Supplier Solicitation and Utilization Report Form (SSSUF)

Not Applicable.

SECTION IV EVALUATION / SELECTION OF PROPOSALS

IV-1 Clarifications

The City reserves the right to seek written clarification of each proposal submitted. The City also reserves the right to require other evidence of minimum qualifications, technical, managerial, financial, or other abilities prior to selection.

IV-2 Evaluation Criteria

The City will make a selection based on the evaluation of the written proposals and any interviews it conducts. The City may elect to interview all proposers or only the highest ranked proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals and not conduct any interviews. Written proposals and interviews will be evaluated based on the following criteria:

1. Project Understanding – 20%
2. Qualifications – 40%
3. Project Approach and Schedule – 40%

Information gained during an interview may be used to re-evaluate proposals according to the above criteria.

IV-3 Method of Selection

A selection committee will evaluate each submitted written proposal and each interview, when applicable, to determine the responsible proposer whose proposal is the most advantageous to the City based on the evaluation process and evaluation criteria outlined in this RFP. The City will award the contract to the highest ranked responsive proposer.

IV-4 Tie Breaker

If the screening and selection procedures result in the City's determination that two or more candidates are equally qualified, the contracting agency may select a candidate through the following process, which does not include an evaluation of pricing policies, proposals or other pricing information:

The Wastewater Division Manager will review the proposals if there is a tie and decide on the consultant selected.

IV-5 Single or Multiple Contracts

One firm will be selected to provide all services.

IV-6 Notice of Intent to Award

Upon completion of the evaluation process, the selection committee will advise the proposers of its number one selection using the Notice of Intent to Award form.

IV-7 Selection Protest

Proposers who disagree with the City's selection decision may protest that decision. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a solicitation protest will be considered. The selection protest must be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The protest shall be submitted to the Purchasing Office at the following address:

City of Gresham
Purchasing Office
1333 NW Eastman Parkway
Gresham, OR 97030

The selection protest must state all the relevant facts that establish that all higher ranked proposers were ineligible for selection because their proposals were non-responsive or the proposer was not responsible. A written decision will be sent to the protester.

IV-8 Cost Information

IV-8A Billing Rates

Following notice of intent to award, the selected Proposer shall submit (electronically in Excel format), the billing rate information, within five (5) days of request by the City. Billing rate information must include either "Direct Salary and Overhead Information" or "Negotiated Billing Rate Schedule" described below, as applicable to your Proposer's (and subconsultant's) accounting method:

(1) Direct Salary and Overhead Information:

- a. Direct Salary Rate Schedule.** This schedule includes the name, classification and actual direct salary rate for each employee that may be used under the contract. The direct salary rate schedule will not be included in the contract but will be used by City for negotiations and to develop an approved billing rate schedule, if applicable, for the contract.

- b. Calculation of Overhead Rate** (if applicable for your type of accounting). Current overhead accounting information on a form using the standard 3-column format. Proposers shall condense or expand categories as applicable to the Proposer's method of accounting. Proposers that have not established an overhead rate, based upon their particular financial reporting methodology, shall be reviewed by City to determine whether an overhead rate schedule will be required or a negotiated non-provisional billing rate will be used. If a Proposer does calculate overhead, the information must be submitted to City and updates must be provided annually.
- c. Cognizant Audit** – If an audit for the most recent fiscal year has been completed for your firm or any sub-contractors by the appropriate federal cognizant agency, this must be submitted with the billing rate information (either hard copy or electronic scanned copy).
- d. Independent Audit** – If an audit for the most recent fiscal year has been completed for your Proposer (or any sub-consultants) by an independent, third-party accounting Proposer, this must be submitted with the billing rate information (either hard copy or electronic scanned copy).
- e. Certification of Indirect Rate** –If your Proposer calculates overhead, submit a signed copy of the [Certification of Final Indirect Costs](#) form.

(2) Negotiated Billing Rate Schedule (NBR): This schedule is used by Proposers that do not calculate overhead as part of their normal accounting practice and City determines it is in the best interest of the City to negotiate fully loaded billing rates. The negotiated billing rate schedule includes rates that are fully loaded with direct salary, indirect expenses and profit. Provide name, classification (project role) and fully loaded rate for each employee. Use of a negotiated billing rate schedule may be required by City for contractors or subcontractors that do not have audited overhead rates or that, upon cursory review, appear not to be calculating overhead correctly.

IV-8B Cost Estimate Breakdown

All costs are to be contained in this section. For each project element, include a cost and state a grand total for all project elements. This section shall also include payment terms requested for services rendered.

The cost schedule shall include:

- a.** Proposer's fee for which the requested work will be done, broken down as follows:
 - The fee by phase and task, and total hours. Include an estimate of the level of effort in the following format:

Tasks	Staff 1	Staff 2	Staff 3	Total Hours
Task 1	1			1
Task 2		1		1
Task 3			1	1
Task 4	1	1	1	3
Project Total	2	2	2	6

- Total hours by staff classification multiplied by the actual hourly billing rate (and overhead rate, if applicable).
 - Cost and personnel should be clearly tied to the project specific tasks.
 - Estimated level of effort and hours is used for purposes of comparison to City’s estimate and does not limit the actual level of effort by the selected proposer to complete all work under a lump sum or guaranteed maximum price contract.
- b. All out of pocket costs, including travel and any other direct non-labor expenses.
- c. A fee for each phase of the project.
- d. Proposed profit percentage for the project.
- e. The method used to charge for any special requests, reports, or broadening of the services within the scope of work described in this RFP.

IV-8C Compensation Format

The final contract will be negotiated based on

- AS NEGOTIATED AFTER CONTRACT AWARD

IV-9 Negotiations and Agreement

A sample contract that the City expects only the successful proposer to execute is included as Exhibit VII-1. Any proposed changes in the language, construction, or requirements of the contract must be raised and resolved as part of a solicitation protest before the closing date of the RFP. The City reserves the right to negotiate a final contract that is in the best interest of the City.

The contract will define the extent of services to be rendered, schedule for delivery, and method and amount of compensation. The contract statement of work, schedule, costs and profit, will be negotiated with the number one ranked proposer for the project. If an agreement is not reached, negotiations will be terminated. Negotiations will then begin with the selection committee’s second choice for the project and if necessary, with the third ranked Proposer, and so on until negotiations result in a contract. If negotiations with any Proposer do not result in a contract within a reasonable amount of time, City may end this solicitation. City, in its sole discretion, may proceed with a new solicitation for the

same Services or consider any other options available under the applicable rules, laws, and policies.

When an agreement is reached, a contract for the work will be prepared and executed upon city manager approval, if a CIP project, and otherwise, upon Council approval.

The successful proposer will enter into a contract with the City by August 9, 2024.

IV-10 Term

The contract will be for an initial phase of a multiple phase project as described in the Scope of Work. Subsequent phases may be awarded by direct appointment of the successful proposer.

SECTION V GENERAL INFORMATION

V-1 Compliance with the Rules

Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Personal services contracting in the City of Gresham shall be subject to state public contracting laws except as otherwise provided in Gresham Revised Code (GRC) Article 2.80. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

V-2 Proposal Withdrawal

Any proposal may be withdrawn at any time before the proposal due date and time, by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

V-3 Addenda

The City may modify the RFP at any time at least five (5) days prior to the RFP due date, by issuance of a written addendum to all proposers who are participating in the process at the time the addendum is issued. Addenda will be numbered consecutively. Verbal modifications to the RFP specifications shall not be binding upon the City.

V-4 Cancellation, Delay or Suspension of Solicitation; Rejection of Proposals

The City may cancel, delay, or suspend this solicitation if in the best interest of the City as determined by the City. The City may reject any or all proposals, in whole or in part, if in the best interest of the City as determined by the City.

V-5 Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

V-6 Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

V-7 Ownership of Documents

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

V-8 Confidentiality of Information

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

V-9 Public Record

All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.311 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.345(2) and ORS 192.355(4). Proposals must clearly identify such material, keep it separate, and provide separate notice in writing of the status of this material to the official contact.

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

Clearly marked sample work or documents illustrating previous work experience will be returned to proposers after the evaluation and award process upon request.

V-10 Equal Opportunity Policy for Contractors

The City of Gresham requires all proposers to comply with the [City's equal employment opportunity policies](#). The City of Gresham's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation.

V-11 City Business License

The selected proposer will be required to obtain a City business license if work is performed within the City of Gresham.

V-12 Minimum Qualifications

The firm and all applicable personnel must be legally qualified in the State of Oregon (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.

V-13 Disadvantaged Business Enterprise (DBE) Participation Goal

SECTION VI - FORMS TO BE SUBMITTED

VI-1 CERTIFICATION STATEMENT

All proposals must include this certification statement signed by a duly constituted official legally authorized to bind the applicant to both its proposal. By signing below, the authorized representative on behalf proposer certifies that:

- A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
- B. Proposal shall be valid and binding for one hundred and eighty (180) days following the proposal due date and will become part of the contract that is negotiated with the City.
- C. Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has proposer or will proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:
 - o a minority, women or emerging small business enterprise certified under ORS 200.055, or
 - o a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
- D. Proposer's Federal Taxpayer Identification number _____.
- E. This proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Proposer's Signature Date
Name:_____

This certification statement must be signed and submitted with the proposal.

**SECTION VII
EXHIBITS**

VII-1 Sample Contract Form (draft for review only)

This contract between the CITY OF GRESHAM, a municipal corporation of the State of Oregon (the "City") and _____, (the "Consultant"). The City's Project Manager for this contract is _____.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Statement of Work. The personal services required under this contract are **BOLD AND IN CAPS**. The statement of work, including the deliverables and payment schedule for the work, is contained in Exhibit A (the "Statement of Work" or "Work").

2. Effective Date and Duration.

a. This contract is effective on _____, 20____, or on the date at which every party has signed this contract, whichever is later.

b. The Work required under this contract shall be:

completed, unless otherwise terminated or extended, on or before _____, 20____; or

for a term expiring on _____. Upon written approval of both parties, this contract may be renewed for additional one-year terms not to exceed a total contract term of _____ years.

3. Consideration. City agrees to pay Consultant for accomplishing the Statement of Work required by this contract, including allowable expenses:

a lump sum not to exceed \$ _____, or

based on time and materials or deliverables not to exceed a maximum sum of \$ _____.

Any interim payments to Consultant shall be made only in accordance with the terms and conditions related to rates and costs, and payment schedule in Exhibit A.

4. Standard Terms and Conditions. This Contract is subject to the [Standard Terms and Conditions](https://www.greshamoregon.gov/globalassets/city-departments/budget-and-finance/standard-terms-and-conditions-for-public-contracts.pdf), which are incorporated into this contract by reference, and located at: <https://www.greshamoregon.gov/globalassets/city-departments/budget-and-finance/standard-terms-and-conditions-for-public-contracts.pdf>.

5. Statutory Provisions. This Contract is subject to [Oregon Statutory Provisions](https://www.greshamoregon.gov/globalassets/city-departments/budget-and-finance/standard-oregon-statutory-provisions-for-public-contracts.pdf), which are incorporated into this contract by reference, and are located at:

<https://www.greshamoregon.gov/globalassets/city-departments/budget-and-finance/standard-oregon-statutory-provisions-for-public-contracts.pdf>.

6. The Standard Terms and Conditions and Statutory Provisions that apply to this contract are the ones in effect on the effective date unless modified by written amendment.

7. Exhibits. The following exhibits are attached hereto and incorporated into this contract.

Exhibit A – Statement of Work, Deliverables, and Payment Schedule

Exhibit B – Insurance Requirements

CONSULTANT DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____ Phone: _____

Fax: _____ E-Mail _____

Address: _____

Gresham Business Lic # _____ Federal Tax ID # _____ State Tax ID # _____

Business Designation (check one): Individual Partnership Corporation

Government Nonprofit LLC Other _____

If not a citizen, check one: Lawful Permanent Resident Nonresident Alien

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

Consultant understands that the Standard Terms and Conditions, Statutory Provisions, and Exhibits A and B are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract.

Consultant represents and warrants to City that: (a) Consultant has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms.

By its signature Consultant acknowledges it has read and understands this contract and agrees to be bound by its terms and conditions.

Signed by Consultant:

Signature/Title	Date
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NOTICE TO CONSULTANT: This contract does not bind the City of Gresham unless and until the City Manager or Designee has executed it.

CITY OF GRESHAM SIGNATURE

Approved: _____
Project Manager Date

Reviewed: _____
City Attorney or Designee Date

Approved: _____
City Manager or Designee Date

**EXHIBIT A
STATEMENT OF WORK, DELIVERABLES, AND
PAYMENT SCHEDULE**

STATEMENT OF WORK

[insert text]

DELIVERABLES: [insert text]

CONSULTANT'S PERSONNEL:

The Consultant shall assign specific personnel to do the work required under this contract as designated below. The Consultant shall not change personnel assignments without the prior written consent of the City.

Name	Specified Duties or Role

PAYMENT SCHEDULE

City shall pay Consultant the consideration described in Paragraph 3:

- In a lump sum at the completion of the contract to the satisfaction of the City
- Monthly progress payments based on time and materials or deliverables as set forth below with final payment upon completion of the contract.
- Other

Monthly progress payments based on time and materials or deliverables (if checked above) will be based on the following:

**[E.g. Insert table with hourly rate for various positions]
[E.g. Deliverables chart with compensation linked to individual deliverables]**

Payment shall be made within thirty (30) calendar days after receipt of invoice and City approval of services rendered. The invoice shall state the contract number from page 1 of this contract and describe the work performed.

ACH Payments

It is the City's policy to pay Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

EXHIBIT B

PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

Consultant shall maintain in force at its own expense all insurance and other documentation noted below:

Workers' Compensation insurance in compliance with ORS 656.017. All employers, including Consultant, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors complies with these requirements. Consultant shall submit:

- Proof of Workers Compensation, or
- Proof of exemption and Independent Contractor Certification

Professional Liability (*Check Here if Required*) insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Consultant or its insurer(s) to the City.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its elected officials, agents, officers, and employees will be Additional Insureds, but only with respect to Consultant's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Consultant shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Consultant shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.