



CITY OF CORNELIUS
REQUEST FOR PROPOSALS
FOR
CORNELIUS

DUE DATE AND TIME:
3:00 PM, 19th DAY OF July 2024

COPY OF ADVERTISEMENT

CITY OF CORNELIUS
REQUEST FOR PROPOSALS (“RFP”)
FOR A PARKS MASTER PLAN UPDATE

Notice is hereby given that the City of Cornelius (“City”) is requesting proposals to update the City’s Parks Master Plan. The City desires to enter into a professional services agreement with a qualified individual or firm who can demonstrate competency and experience in updating Parks Master Plans.

RFP documents are available by contacting Barbara Fryer, at (503) 357-3011, e-mail barbara.fryer@corneliusor.gov. Any addenda issued will be mailed to any vendor who sends an email to Barbara Fryer referencing RFP for a Parks Master Plan Update.

Sealed proposals must be received by **3:00 PM, July 19, 2024**, 1355 Barlow Street, Cornelius Oregon 97113. Proposals received after the designated time and date will be returned unopened.

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

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

Barbara Fryer, AICP
Community Development Department Director

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SPECIAL INSTRUCTIONS

Proposal Title: Parks Master Plan Update
Proposal Due Date: 3:00 PM, July 19, 2024

1. INTRODUCTION

The City of Cornelius Community Development Department invites qualified consulting firms to submit proposals to update the City of Cornelius' Parks Master Plan to cover a 20-year planning horizon through 2044. Proposals will be accepted from individuals and firms who can demonstrate that they have the experience, qualifications, and resources to provide these services.

The City of Cornelius ("City") is an Oregon municipal corporation with city limits covering approximately 2.34 miles. The City is home to over 14,000 residents. The City employs approximately 60 staff and is governed by a city council comprised of five councilors including the mayor. The council acts as the local contract review board for the City and the legislative approval body.

The Public Infrastructure Advisory Board will advise the selected team on the update and make a recommendation to the Planning Commission. The Planning Commission will hold a public hearing on the amendment and will make a recommendation to the City Council. Presentations to the Public Infrastructure Advisory Board and the Planning Commission are expected, both in a work session format and, in the case of the Planning Commission, a formal amendment to amend the existing Parks Master Plan. City Council will also receive a formal presentation on the proposed amendment when they adopt the amendment via a new ordinance.

Cornelius is considered a desirable place to live based on its small-town feel, focus on family, relative low housing prices and proximity to the population centers within the Portland Metro area and the northern Oregon coast. Cornelius is the smallest city within Washington County and is located on the westside of the tri-county metropolitan area, approximately one hour from Portland and one hour from the Oregon coast. Cornelius has the lowest per capita income while simultaneously having one of the highest rates of home ownership in the state due in part to multi-generational families living together.

Cornelius is known as Oregon's family town. It is a young city with an average age of 38.2, with a significant percentage of people growing up and choosing to stay in the city to raise their family. Cornelius' population is 52.2% Hispanic/Latin X, the second largest percent in Oregon. There are several city-wide events that highlight Latin X culture.

Cornelius has had steady growth since 1960 (see table at right). Significant growth periods occurred from 1960 to 1970 (46%), 1970 to 1980 (53%) and 1990 to 2000 (36%). From 2020 to 2022, the City saw population increase by 891 people, or 6%, largely due to purchase of new homes in the new Laurel Woods subdivision. Laurel Woods, totalling 905 new homes, is 76% developed and has steady home-buying interest.

With the growth that has happened, and that will continue, Cornelius is in need of an updated Parks Master Plan to add the parks developed since the last Parks Master Plan (a 50% increase), to identify park deficient areas, and to acknowledge concepts for future

parks that have been identified through our Cornelius Vision 2045 process, to conclude in September.

Key parks – related Vision findings:

- Residents, as evidenced by the comments in the Visioning process, want more services – especially parks and recreation. Residents noted that the north area of the city is park deficient – especially in terms of a large park. Recreation opportunities for all ages with specific programs for families, children, youth and seniors was a common comment. Pickleball has increasingly become a favorite activity for some.
- In 2020, The Forest Grove School District passed a bond measure that included building a new Cornelius Elementary School to replace the existing school. Currently, the city is looking for opportunities to fund acquisition of a portion of the old school, namely the kitchen, cafeteria, a classroom, a few offices and restrooms, and the gym. This portion of the school was constructed in the 1980s as opposed to the rest of the building. This property was recently partitioned from the primary Cornelius Elementary School Campus and could fulfill a stated community need for a community center.
- Much growth has occurred since the last Parks Master Plan. The majority of the parks, and the two largest parks, are located south of Baseline.
- With the new residents in Laurel Woods comes competing interests in recreation. Ideas range from Skate Park to a Cricket Pitch.
- The City’s annual concert in the Park, movies in the park in August are some of the well-attended events in the parks. The Library’s bookmobile is also a crowd pleaser at the parks.

2. ISSUING OFFICE

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

Barbara Fryer, AICP
Community Development Department Director
1355 N Barlow Street
Cornelius, OR 97113
Phone: 503-357-3011
e-mail: barbara.fryer@corneliusor.gov

3. SCHEDULE OF RFP EVENTS

- | | | |
|---|-------|----------------|
| • Release RFP documents | ----- | June 19, 2024 |
| • Deadline for Proposal Submission | ----- | July 19, 2024 |
| • Consultant Interviews (if applicable) | ----- | July 23, 2024 |
| • Commencement of Contract (tentative) | ----- | August 5, 2024 |

4. SUBMISSION DATE

Proposals are due no later than 3:00 PM, 19th day of July 2024, local time.

5. PLACE OF SUBMISSION OF PROPOSALS

In order to be considered for this project, each Proposer must provide three (3) stapled copies of their proposal, including the original copy marked “ORIGINAL,” and a thumb drive with the full proposal. All proposals must arrive at the issuing office on or before the listed due time and date. A corporate officer who has been authorized to make such a commitment must sign proposals. Proposals shall be sealed in an opaque envelope or box, with the words “PARKS MASTER PLAN RFP RESPONSE” clearly written on it. The document shall be addressed and delivered as follows to:

Barbara Fryer
Community Development Department
1355 N Barlow Street
Cornelius, OR 97113

6. EVALUATION OF PROPOSALS

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

6.1 Proposal Presentation (5 points)

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

6.2 Project Understanding (25 points)

Proposal demonstrates a clear understanding of Parks Master Plan Updates.

6.3 Qualifications (30 points)

Overall capabilities of the Proposer to meet the required service levels described in the RFP considering the credentials, experience and location of the persons assigned to the relationship. Specific qualifications criteria include the proposer’s experience and understanding of parks plan updates, community outreach, familiarity with the Cornelius community and stakeholders, and experience working with the Latino community.

6.4 Approach (20 points)

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

6.5 Cost (20 points)

A clear budget including materials and associated hard costs incurred by the Contractor and maximizes the amount of work completed. Tasks are reasonable in cost and hours.

7. PROPOSAL FORMAT

To be considered, a completed proposal must be submitted on time and respond to the requirements outlined in 7.1 through 7.5. The proposal shall be limited to 15 pages including resumes and professional references (excluding covers, blank dividers, and Certification and Contract form) and a text font of 10-point or larger. Proposals should be succinct and well-organized. Sample materials may accompany any proposals as attached appendices and will not be counted as part of the page limit.

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

7.2 Qualifications: Describe your experience working on similar projects, especially related to comprehensive plan updates and parks master plans and Spanish speaking community members. Include in a checklist whether the following activities were conducted for each project: community outreach, facilitation, web site, and community committee. Include a brief description of each project including the year and client name.

7.3 Approach: Please provide a Scope of Work including a narrative description, budget, and timeline of the proposed approach.

7.4 Key Personnel: Please list the names, credentials, areas of expertise and experience, and location of the key people that would be assigned to this project.

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

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

8. INTERVIEWS

8.1 Firms or individuals selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the City. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual

understanding. The evaluation committee may ask additional questions related to the proposal and/or the Scope of work. Scoring of interviews may be made as part of the selection process. The City will schedule the time and locations of such presentations, if required.

8.2 The selection committee prefers face-to-face interviews. Interviews will be conducted at the City of Cornelius at a location to be determined. Firms invited to the interview will be responsible for making and paying for their own travel arrangements.

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

9. TERM OF AGREEMENT

The contract resulting from this RFP shall be for a period of one (1) year, commencing in when the contract is signed, with an option to renew/extend the contract up to a final date of December 2026. All work shall conclude no later than December 2026. If the City elects to renew/extend the contract it shall provide written notice to the Contractor a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so. The contract may be terminated by mutual consent of both parties, or by either party, without cause, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

10. CONTRACT BETWEEN CONTRACTOR AND CITY

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

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

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

PROJECT/PROPOSAL INFORMATION

Proposal Title: PARKS MASTER PLAN UPDATE
Proposal Due Date: 3:00 PM, 19TH Day of JULY 2024

1. PURPOSE

The City of Cornelius (“City”) desires to enter into a professional services agreement with one (1) qualified individual or firm who/that can demonstrate competency and experience in providing parks master plan services and can provide high quality and responsible service at a competitive price to the City. The City seeks Consultant Services to present information to the Public Infrastructure Advisory Board concerning parks master plan update. Additionally, the chosen individual or firm will be amiable to consulting and working with the City’s Community Development Department staff or other contractors.

2. GENERAL SCOPE OF WORK

General Information

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

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

A. Project Management:

Consultant will develop a project schedule showing the duration of tasks to complete the project. The update will include a 20-year planning horizon working in conjunction with city staff and the Public Infrastructure Advisory Board and the findings in the Cornelius Vision 2045 and a City Staff conducted in-person survey at National Night Out, August 6, 2024). The update will reflect current policies regarding park deficiencies, analysis of existing park assets, identification of Metro natural area assets, identification of potential recreation programs and analysis of potential funding strategies for needed parks facilities and recreation programs.

B. Evaluate existing materials and situation:

1. Parks and Open Spaces Master Plan, 2009,
 - a. Identify current park assets with facility types and sizes, facility condition, equipment condition, park locations and existing staff resources.
2. Cornelius Town Center Master Plan June 2019
 - a. Review the Town Center Master Plan regarding public spaces and anticipated programming.
3. City demographic data and community user information.

C. Community Engagement:

- a. Consultant will identify underserved populations and incorporate approaches for drawing in diverse groups and ideas into the planning process. Explore

opportunities to reach out to residents during nontraditional hours and days of the week.

- b. Community education materials development in English and Spanish.
- c. Propose a community participation process that builds from the Cornelius Vision 2045 work, the August 2024 City Staff In-Person survey at National Night Out. At a minimum, the process shall include a webpage, print and social media, and presentations to the Public Infrastructure Advisory Board, Planning Commission and City Council.

D. Expected work products:

- Monthly reports of activity on both aspects of the project with one complete invoice for all work completed in that month – including any sub consultants
- Current asset report with information on each site, amenity and facility, existing features or the site, condition, design, features, and photos. Sites, amenities and facilities shall include parks, trails, open spaces and park facilities in the city limits. Regional open space and natural areas, trails planned for rail rights-of-way, and publicly owned property within ¼ mile of the City’s north and south boundary shall also be included in this inventory.
- Community expectations report pulling information from the Cornelius Vision 2045 and National Night Out Staff Survey, and any additional public involvement you propose.
- A deficiency report identifying between the community expectation and the current facilities and programming. This report shall include a section on recreation participation trends in the Portland Metro area, national level of service standards, the geographic distribution of the sites within the city, and unmet needs of the community.
- A 20-year capital improvement plan for park improvement and development
- A funding and staffing report that proposes to bridge the gap between the community expectations and current city facilities and staffing
- Final document in a format that the Public Infrastructure Advisory Board can recommend for a formal Comprehensive Plan Amendment, the Planning Commission can review in a formal amendment, and that the City Council can adopt via Ordinance.

3. COMMUNICATION

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

- Be available in a timely manner, in person, by telephone, fax or email, for consultation or advice.
- Follow established procedures regarding which City representative(s) may request advice.

- Be familiar with state and federal laws relating to the City.
- Provide periodic status reports on the services provided by the firm.
- Provide itemized monthly invoices of charges; and
- Advise and participate in meetings as requested by the City.

4. RESPONSIBILITIES

- a. Responsibility of Contractor – It is understood and agreed that the services the Proposer will be contracted to perform under this shall be rendered directly by it or under close personal supervision by it, and that the work shall be faithfully performed with care and diligence. The Contractor will return all calls or other contracts from City within a reasonable time. If it is not possible for the called or contacted party to respond, the Contractor will make arrangements for a designated member of the Contractor to respond to the contact.
- b. Responsibility of the City – Barbara Fryer will provide the Contractor with a list of designated City employees who are authorized to contact the Contractor. The City of Cornelius will also provide a point of contact for all service and billing issues.
- c. Joint Responsibility – If additional services, supplemental to those included are required, both the City and the Contractor have the responsibility to identify those services, include them as an addendum or amendment to the Contract, and determine fair compensation for the additional services.

5. SPECIFIC PARKS MASTER PLAN UPDATE REQUIRED EXPERIENCE

A Firm making a proposal must show that it has experience and expertise in:

- a. Preparing and updating parks master plans with the work products identified in the Scope of Work, above.
- b. Experience working with smaller communities.
- c. Public involvement (including constituents with English as a second language and Spanish as a first language) and public communication (oral and written), including public report writing
- d. Experience analyzing and interpreting data.

6. ADMINISTRATIVE SERVICES

- a. Firm will provide a principal or partner-level individual to be the point of contact for all service and billing issues.
- b. Firm will recommend specialists for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other service providers.
- c. Concerning the manner in which services are provided, the City expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training. If it is necessary to associate with other contractors in any matter, prior approval must be obtained from the City designated contact with the Firm. The Firm must inform associated service providers of the procedure set forth herein.
- d. Invoicing and Statement of Work.

- i) A schedule of incremental and hourly rates of all functions of the Firm who will work on City matters must be submitted as part of the proposal. The rates provided should reflect the rates to be charged for each year covered by the proposal.
- ii) Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Firm is to be shown in specific time billing periods, such as by the minute, by the quarter hour or whatever increment of time is mutually acceptable to the Firm and to the City.
- iii) Each monthly invoice will set forth separately each matter currently being handled and will clearly identify the City employee(s) working with the Firm. Included monthly must also be a total charged to date for each matter.
- iv) For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel on the file.
- v) Each expense and/or disbursement must be specifically identified on the invoice.

7. CHANGES OF SCOPE AND ADDITIONAL WORK

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

8. PROPOSER REQUIREMENTS

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

- a. Each Proposer shall have not less than five (5) years of experience in providing all the types of services required within the Scope of Work.
- b. Shall be currently licensed/certified to provide consulting services in the state of Oregon.
- c. Shall demonstrate, to the satisfaction of the Evaluation Committee, the ability to provide the services required within the Scope of Work to the City and shall demonstrate a proven history of providing such service for public agencies.
- d. Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, a variety of each Proposer's clients and references, and as many other references as may be deemed appropriate.

8.2 Cost of RFP and Associated Responses

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

8.3 Right to Clarification and Additional Research

The City reserves the right to obtain clarification of any point in a Firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or

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

8.4 Items that are subject to negotiation.

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

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

GENERAL INSTRUCTIONS TO PROPOSERS

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

1. **PROPOSALS NOT AVAILABLE FOR PUBLIC INSPECTION AT THE OPENING.** In accordance with ORS 279B.060(5)(a) only the names of the proposers shall be disclosed at the opening. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.
2. **CITY RESERVATION OF RIGHTS.** The City expressly reserves the following rights:
 - 2.1 To reject any and/or all irregularities in the proposals submitted.
 - 2.2 To reject any and/or all proposals or portions thereof.
 - 2.3 To waive any minor informality in any proposal.
 - 2.4 To base awards due with regard on quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - 2.5 To make the award to any Proposer whose proposal, in the opinion of management and the Council, is in the best interest of the City.
 - 2.6 To make an award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the proposer.
 - 2.7 Only the evaluation factors specified in this solicitation may be used as a basis for the award.
3. **4. LATE PROPOSALS.** Any proposal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering Proposer or Contractor to ensure receipt of proposals by the City in the specific location designated by the specified time.
5. **PROPOSER REPRESENTATIONS.** The Proposer further agrees to the following:
 - 5.1 To examine all specifications and conditions thoroughly.
 - 5.2 To provide appropriate insurance, deposits, and performance bonds if required.
 - 5.3 To comply fully with specifications as attached for the agreed contract, especially where materials and work are involved.
 - 5.4 That any and all registration requirements as required for contractors as set forth in the Oregon Revised Statutes are met.
6. **ADDENDA.** Any amendment(s) to or error(s) in the general Specifications or Project/Proposal section called to the attention of the City will be added to or corrected and furnished by written addendum to all those holding specifications. All addenda shall be mailed at least five (5) business days before the time set for proposal submission. All addenda issued during the proposal period will be incorporated into any resultant contract.

7. **FORMAT OF PROPOSALS.** Telephone proposals are not acceptable. Telegraphic, emailed, or facsimiled proposals will not be considered unless authorized by the Special Instructions.
8. **OWNERSHIP OF PROPOSAL DOCUMENTS.** All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Proposer shall become the sole and exclusive property of the City, in the public domain, and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.
9. **INVALID PROPOSAL DOCUMENTS.** Copies of proposal documents obtained from sources other than the City Community Development Department (such as other Contractors) are not valid proposal documents. It is the Proposer's responsibility to ensure that their name is on the City's proposer list for that particular service in order to receive notification of all addenda as well as additional relevant information.
10. **PROTEST OF PROPOSAL SPECIFICATIONS OR CONTRACT TERMS**

10.1 **Time for Submission of Protest.** Specifications and contract terms shall be made available for inspection and copying at the address provided below. Unless a different deadline is specified in the Request for Proposals, protests of the proposal specifications or contract terms shall be presented to the City in writing at least five (5) calendar days prior to proposal closing.

(a) Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against the award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest.

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

**PROPOSAL SPECIFICATION PROTEST:
COMPREHENSIVE PLAN UPDATE**
Attention: Barbara Fryer,
Community Development Department Director
1355 N Barlow Street
Cornelius, OR 97113

11. **PROTEST OF INTENT TO AWARD**

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

affirming the award. The notice of intent to award and any written decision denying a protest shall be sent to every Proposer.

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

12. WRITTEN PROTEST OF INTENT TO AWARD. Proposers must submit written protests of the intent to award to Barbara Fryer, Community Development Department Director, within seven (7) after days after the notice of intent to award. The written protest must specify the grounds upon which the protest is based.
13. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn on written or telegraphic request received from Proposers prior to the time fixed for proposal closing. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal of the proposal after the proposal has been opened.
14. REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals received in response to this RFP if it is determined to be in the best interest of the City. The City shall notify all proposers of the rejection of all proposals, along with the reasons for rejection of all proposers. (Criteria for rejection of all proposals is located at OAR 137-047-0650.)
15. ERASURES AND CORRECTION. The RFP response must not contain any erasures or corrections unless the Proposer initials each change.
16. DURATION OF PROPOSAL. Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.
17. PUBLIC RECORDS. This Request for Proposals and one (1) copy of each original proposal received in response thereto, together with copies of all documents pertaining to the award of a purchase or contract, shall be kept by the City for a period of at least three (3) years and made a part of a file or records which shall be open to public inspections after a notice of award has been issued. If a proposal contains any proprietary information that the Proposer does not want disclosed to the public or used by the City for any purpose other than evaluation of their offer, each sheet of such information must be marked with the following legend:

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

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

18. SUBCONTRACTING

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

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

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

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

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

20. **AFFIRMATIVE ACTION/NONDISCRIMINATION.** By submitting a proposal, the Contractor agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
22. **ACCOUNT REPRESENTATIVE.** The selected Contractor shall assign a competent account representative acceptable to the City who will represent the Contractor in providing contracted services to the City. If the account representative is removed by the Contractor, the new representative must be acceptable to the City.
23. **PREVAILING OPINION.** If any doubt or difference of opinion arises between the City and the Contractor as to the interpretation of this RFP, the decision of the City will be final and binding upon all parties.
24. **PUBLICITY.** News releases by the Contractor pertaining to the award of any contract or use of any product will be made with prior written approval from the City.
25. **FINANCIAL INTEREST.** By submitting a proposal, the Proposer certifies, under penalty of perjury, that no City employee or officer has a direct or indirect financial interest in the proposal. Moreover, the Proposer certifies that the RFP response did not involve illegal collusion with another Proposer.
26. **RECYCLABLE MATERIALS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
27. **PERFORMANCE AND PAYMENT BONDS.** No performance and payment bonds are required.
28. **RIGHT TO CLARIFY.** The City reserves the right to obtain clarification on any point in the Proposer's proposal. The failure of the Proposer to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.
29. **CONTRACT AWARD.** The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. The issuing office is the sole point of contact for the issuance of the contract.

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

SAMPLE OF

PROFESSIONAL SERVICES AGREEMENT

CITY OF CORNELIUS, OREGON
PERSONAL SERVICES AGREEMENT

AN AGREEMENT dated and effective as of _____ (the “Effective Date”) by and between THE CITY OF CORNELIUS, OREGON, an Oregon municipal corporation (“City”) and _____, a [entity state of incorporation and entity type] (“Provider”).

WHEREAS, City and Provider believe it in their respective and mutual interests to enter into a written agreement setting out their understandings concerning Provider’s provision of services related to _____ (“Project”).

NOW THEREFORE, based on the foregoing and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Provider wish to enter into a written agreement for provision of said services in connection with the project, the terms of which are as follows:

1. Funds Available and Authorized

City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement.

2. Term

This Agreement shall run from _____ through and including _____ unless sooner terminated under the provisions of this Agreement. This Agreement may be extended for additional periods as agreed to by the parties in writing.

3. Provider's Service

The scope of Provider's services and time of performance under this Agreement are set forth in Exhibit “A”. All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written Agreement. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including Exhibit "A"), and shall perform services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. All Provider personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Provider shall have all requisite permits, licenses and other authorizations necessary to provide the services covered under this

Agreement. Provider acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the services provided by Provider under this Agreement. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of City.

4. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has not designated an employer identification number, Provider's Social Security number.

5. Compensation

City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit "A". In no event will this amount exceed [\$ _____] without prior authorization and approval of the City.

Provider shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the City. City shall make payments in a timely manner, within thirty (30) days of receipt of invoice. Invoices received from the Provider pursuant to this Agreement will be reviewed and approved by the City prior to payment.

No compensation will be paid by City for any portion of the services not performed. Payment shall not be considered acceptance or approval of any services or waiver of any defects therein. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the stated not to exceed amount, or any stated project schedule due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

If City does not pay within thirty (30) days of receipt of invoice acceptable to City, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance.

6. Project Managers

City's Project Manager is _____,
_____ [title] _____. Provider's Project Manager is

_____, _____ [title] _____. Each party shall give the other written notification of any change in their respective Project Manager.

7. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities and persons involved in or associated with Project. No information, news or press releases related to Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

8. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

9. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. For clarity's sake, the parties agree that Provider is economically independent from City and is free to operate its own independent business in addition to its performance of the services under this Agreement. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by City or the provision of a defense by the City under the terms of ORS 30.285 or otherwise. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

10. Indemnity and Insurance

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold harmless, indemnify, and defend the City and its agents, officers, elected officials, employees, contractors, and volunteers,

from and against any and all liability, settlements, loss, costs, and expenses (including attorneys' fees) in connection with any action, suit, claim, or proceeding resulting or allegedly resulting from (1) Provider's, or Provider's employees, agents, officers, contractors, and subcontractors' (collectively, the "Indemnifying Party") acts, omissions, activities or services in the course of any Indemnifying Party's performance of the services; (2) any violation, or alleged violation of a local, state, or federal law by any Indemnifying Party; and/or (3) any claim regarding intellectual property infringement in connection with the services of this Agreement, notwithstanding any limitations or restrictions to the contrary included in Exhibit "A".

- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than **Two Million dollars (\$2,000,000.00)** combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Provider is self-insured.
- iv. Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- v. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

11. Work is Property of City

All work and work products, including but not limited to documents, drawings, papers, computer programs and photographs performed or produced by Provider under this Agreement shall be the property of City. If this Agreement is terminated by either party or by default, City, in addition to any other rights provided by this Agreement, may require Provider to transfer and deliver such partially completed reports or other documentation that Provider has specifically developed or specifically acquired for the performance of this Agreement.

12. Confidentiality

During the performance of the Agreement and for all time subsequent to completion of the services under this Agreement, the Provider agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the City, any and all information given to the Provider by the City or developed by the Provider as a result of the performance of this Agreement. The Provider agrees that if the City so requests, the Provider will execute a confidentiality agreement in a form acceptable to the City and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the City to execute such a confidentiality agreement.

13. Provider Trade Secrets and Public Records Requests

- i. Public Records. The Provider acknowledges and agrees that all documents in the City's possession, including documents submitted by the Provider, are subject to the provisions of the law, and the Provider acknowledges that the City shall abide by the law, including honoring all proper public records requests. The Provider shall be responsible for all Provider's costs incurred in connection with any legal determination regarding the law, including any determination made by a court pursuant to the law. The Provider is advised to contact legal counsel concerning such acts in application of the law to the Provider.
- ii. Confidential or Proprietary Materials. If the Provider deems any document(s) which the Provider submits to the City to be confidential, proprietary or otherwise protected from disclosure under the law, then the Provider shall appropriately label such document(s), and submit such document(s) to the City together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the City in the City's discretion. The City will make a good faith effort to

accommodate a reasonable confidentiality request if in the City's opinion the City determines the request complies with the law.

- iii. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the City, the City's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Provider shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

14. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Washington County, Oregon.

15. Errors

Provider shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

16. Extra or Changes in Work

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

17. Successors and Assignments

- i. Both City and Provider bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.
- ii. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

18. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books,

documents, papers, or records that are subject to the foregoing retention requirement.

19. Breach of Agreement

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within ten (10) days of actual notice or the City's mailing, City may terminate that part of the Agreement affected thereby upon written notice to Provider, may obtain substitute services in a reasonable manner and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. If the breach is material and Provider fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within five (5) days of the City's notice City may then treat Provider as being in default and pursue any remedy available for such default.
- iii. Notwithstanding the foregoing, City may immediately declare Provider to be in default via written notice if any of the following occur: (A) City reasonably believes that any Provider acts or omissions in connection with this Agreement have placed, or are likely to place, a City agent, officer, elected official, employee, contractor, or volunteer, a member of the public, or a Provider agent, employee, or subcontractor in physical danger or the threat of harm; (B) Provider declares bankruptcy or is otherwise merged, acquired, or dissolved; or (C) Provider becomes involved with litigation or any dispute resolution which may reasonably be expected to materially adversely affect Provider's ability to perform the services under this Agreement.
- iv. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Provider to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- v. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other agreement between Provider and City.

20. Mediation/Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Cornelius, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If one party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. Any litigation arising under or as a result of this Agreement shall be tried before the court without a jury. City and Provider agree to be responsible for payment of their respective professional and expert fees, including attorneys' fees in both mediation and litigation.

21. Termination for Convenience

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Agreement.

22. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider

under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

23. Overtime.

Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.

24. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

25. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

26. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

27. No Liens or Claims

Provider shall not permit any lien or claim to be filed or prosecuted against the State or Oregon or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

28. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Agreement. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

29. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

30. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

31. Non-discrimination

Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Provider also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws

32. Lawn or Landscaping

If the services or project under this Agreement contemplate lawn or landscape maintenance, Provider shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)

33. Federal Environmental Laws

Provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

34. Tax Law Compliance

Provider (to the best of Provider's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:

- 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 2) Any tax provisions imposed by a political subdivision

of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed by Provider;

- 3) Any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and
- 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

35. Foreign Contractor

If Provider is not domiciled in or registered to do business in the state of Oregon, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

36. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Provider.

37. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

38. No Third Party Beneficiary

By execution of this Agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.

39. Integration

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

40. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and each of which shall constitute but one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as

delivery of an original executed copy of this Agreement for all purposes. Each party agrees that this Agreement may be electronically signed, and that any electronic signature appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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NEXT PAGE***

<p>CITY OF CORNELIUS</p> <hr/> <p><i>SIGNATURE</i></p> <hr/> <p><i>TITLE / POSITION</i></p>	<p>PROVIDER</p> <hr/> <p><i>SIGNATURE</i></p> <hr/> <p><i>TITLE / POSITION</i></p>
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City of Cornelius
1355 N Barlow Street
Cornelius, OR 97113
503-357-9112

[provider address]