



**REQUEST FOR PROPOSALS
STATE OF OREGON GOVERNMENT
RELATIONS SERVICES**

**RFP 15-027 CM Issued:
October 23, 2015**

**Proposals Due:
November 12, 2015
At 2:00PM (Pacific Time)**

Submit to:
Jennifer Huston
Purchasing Agent
City of Medford
411 W 8th Street, Room 380
Medford, OR 97501

RFP ANNOUNCEMENT

CITY OF MEDFORD
411 West 8th Street
Medford, Oregon 97501

REQUEST FOR PROPOSAL NO. RFP 15-027 CM

Sealed proposals for the proposed selection of a qualified consultant or consulting firm to provide the City of Medford with State of Oregon government relations services will be received by the City of Medford, by Jennifer Huston, Purchasing Agent, City of Medford 411 W. 8th Street, Room 380, Medford, Oregon 97501, **until 2:00 pm, local time, November 12, 2015.**

As soon thereafter as possible, the proposals will be opened publicly.

DESCRIPTION: Provide the City of Medford with State of Oregon government relations services for a period January 1, 2016 through December 31, 2017, with two (2), two (2) year renewal options. The first renewal year would run January 1, 2018 through December 31, 2019 with the second renewal year commencing January 1, 2020 and ending December 31, 2021.

The Request for Proposal packet may be obtained from the City of Medford website at www.ci.medford.or.us.

The City of Medford may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

Proposals received after the time established for receiving proposals will not be considered. **FACSIMILE OR EMAIL PROPOSALS ARE NOT ACCEPTABLE.**

The City of Medford programs, services and activities are open to all persons without regard to race, sex, age, handicap, religion, ethnic background, sexual orientation, or national origin. For further information about this equal opportunity policy, contact the City of Medford Personnel Office, (541) 774-2010. For questions regarding this proposal, contact the City of Medford Purchasing Agent at (541) 774-2035.

Jennifer Huston
Purchasing Agent

SECTION II - INSTRUCTIONS TO RESPONDENTS

PROPOSAL PREPARATION

Proposal Format: Proposals must be typewritten or prepared in ink and must be submitted on the form provided in the Request for Proposal. No oral, telephone, facsimile or emailed proposals will be accepted.

Conformance to Proposal Requirements: Proposals must conform to the requirements of the Request for Proposal. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the proposal and in the required format. Proposal prices must be for the work indicated in the proposal. Failure to comply with all requirements may result in proposal rejection.

Cancellation: In accordance with ORS 279B.100 the City of Medford may cancel the procurement or reject any proposal not in compliance with all prescribed public bidding procedures and requirements, or may reject for good cause, any or all proposals upon a finding of the City it is in the public interest to do so.

Exceptions: Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

Time of Completion: Contractor shall be able to start within ten (10) days of contract. Agreement period shall commence on January 1, 2016 through December 31, 2017, with two (2), two (2) year renewal options. The first renewal year would run January 1, 2018 through December 31, 2019 with the second renewal year commencing January 1, 2020 and ending December 31, 2021.

Signature on Proposal: An authorized representative of the respondent must sign Proposals in ink. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on a proposal also certifies that the respondent has read and fully understands all proposal specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Request for Proposal.

Proposal Modification: If modifications or erasures are made to the proposal before submission, the respondent signing the proposal must initial modifications or erasures in ink. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modifications shall be prepared on a company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Modifications must be submitted in a sealed envelope clearly marked "Proposal Modification" and identifying the proposal number and closing date. Respondents may not modify proposals after proposal closing time.

Proposal Withdrawals: Proposals may be withdrawn in writing on a company letterhead signed by an authorized representative and received by the Purchasing Agent prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

Protest of Proposal Specifications: In accordance with ORS 279B.405 a respondent who believes proposal specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Purchasing Agent. To be considered, protests must be received at least five (5) days before the

proposal closing date (ten (10) days if the proposal is for a public improvement). Envelopes containing protests should be marked as follows:

Proposal Specification Protest

Proposal Number Closing Date

Proposal Submission: Sealed proposals must be received and time-stamped by the Purchasing Agent prior to proposal closing time. No proposal received after proposal closing time will be considered. To ensure proper identification and handling, all proposals must be submitted in a sealed envelope bearing the words "State Relations RFP" in the lower left hand corner of the envelope. The Purchasing Agent shall not be responsible for the proper identification and handling of any proposal not submitted in an envelope bearing the proposal label provided.

Proposal Opening: Proposals will be opened at the scheduled opening time in the Purchasing Agent's office (unless otherwise specified), 411 W. 8th Street, Medford, Oregon 97501. Respondents may be present; however, award decisions will not be made at the opening.

Evaluation Criteria: A committee will review all proposals, evaluate and rank them with the criteria set forth in the RFP. From this review, three (3) or more applicants may be selected for a personal interview, in Medford. These finalists will be evaluated using the same criteria identified above, and new scores will be given to the finalists without regard to the scores given in the initial round of evaluations. Interviews, if required, will last approximately one (1) hour and will include detailed questions regarding methodology, qualifications, and relevant work experience. The City will select one (1) or more qualified firms and enter negotiations for a consulting contract with the selected firm(s).

Award: Respondent selection may include, but is not limited to, negotiation with the highest ranked Respondent, competitive negotiations, multiple-tiered competition designed to identify a class of Respondents that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked responders, or any combination of methods, as authorized or prescribed by rules adopted under 279A.065. The contract will be awarded to the proposer who, in the City's opinion, offers the best combination of price and performance and meets all requirements of the specifications.

Proposal Rejection: The City reserves the right to reject any and all proposals.

Reciprocal Preference: In the event price, fitness, availability and quality are otherwise equal, the City, in determining the "lowest responsible proposer," will add a percent increase to each out-of-state proposer's proposal price which is equal to the percent given to local proposers in that proposer's home state. For example, if the "lowest responsible proposer" is from a state that grants a 10 percent preference to local proposers, the City of Medford will add 10 percent to that proposer's price when evaluating the proposal.

Contract: A sample contract is attached as Exhibit A.

Cash Discounts: Cash discounts will not be considered for award purposes unless stated in the proposal documents.

Payment: Proposals that require payment in less than 30 days after receipt of invoice or delivery of goods or services, whichever is later, may be rejected.

Proposal Results: A Notice of Intent to Award letter will be sent to all respondents.

Proposal files are public records and available for review at the Purchasing Office between 9:00 a.m. and 11:00 a.m. and 2:00 p.m. and 4:00 p.m. Monday through Friday.

Equal Opportunity: All qualified respondents can be assured that their proposal will receive fair and equitable consideration without regard to race, sex, age, handicap, religion, ethnic background, sexual orientation, or national origin.

Asbestos: This project does not contain asbestos abatement work and the contractor or (any) subcontractor will not be required to be licensed by the Department of Environmental Quality. (Ref. ORS 468A.720.)

Contact: Direct questions regarding the requirements stated within this document to:

Lynette O’Neal
City of Medford
(541) 774-2000

Direct questions regarding the process to:

Jennifer Huston
Purchasing Agent
City of Medford
(541) 774-2035

SECTION III - REQUEST FOR PROPOSAL

This is a Request for Proposal for the SECTION VI, DETAILED SPECIFICATIONS.

EVALUATION CRITERIA: A selection committee shall evaluate Proposals on the following criteria:

1)	Process and methodology used in performing work	25%
2)	References	15%
3)	Prior experience in performing similar work	30%
4)	Ability to communicate	10%
5)	Cost	10%
6)	Discretionary	10%

A committee will review all proposals in respect to the criteria above. Following the initial evaluations, one (1) or more applicants may be selected for a personal interview in Medford. These finalists will be evaluated using the same criteria defined above and new scores will be given to finalists without regard to scores given in the initial evaluations. Interviews, if required, will last approximately one (1) hour and will include detailed questions regarding methodology, qualifications, and relevant work experience.

Applicants will be rated as to the quality of their written and oral communications.

A contract will be negotiated with the top-ranked finalist.

AWARD: The contract will be awarded to the Proposer who in the City's opinion offers the best combination of price and performance, and meets all required specifications.

REFERENCES: We reserve the right to investigate the references and the past performance of any Respondent with respect to its successful performance of providing similar products.

ADDITIONAL INFORMATION: The City reserves the right to solicit additional information from Respondents should the City deem such information necessary during the evaluation process.

SECTION IV - PROPOSAL SUBMISSION FORM

I, the undersigned, submit the following proposal for providing the City of Medford with State of Oregon government relations services

Respondent's Signature: _____

Respondent's Name PRINTED _____

Company Name: _____

Address: _____

Phone: _____

Fax Number: _____

E-mail Address: _____

SECTION V - PROPOSERS/BIDDERS CERTIFICATION

Contractor

Physical Address

City, State, Zip

1. The Contractor certifies that he/she has read and understands all terms and conditions of this solicitation and the sample contract.
2. The Contractor acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Contractor listed and to fully bind the Contractor to all conditions and provisions thereof.
3. The Contractor certifies that Contractor has complied or will comply with all requirements of local, state and national laws and that no legal requirement has been or will be violated in making or accepting this RFP/ITB/RFQ.
4. The Contractor holds any required certificates for the State of Oregon designated in the complete document as applicable (Contractors, Architects, Landscape Board, Engineers, etc.).
Applicable Registration #s: _____.
5. The Contractor, pursuant to ORS 279A.120(1) (check one) is _____ /is not _____ a Resident Bidder. If not, indicate State of Residency: _____.
6. The Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.
7. The Contractor agrees to comply with Oregon tax laws in accordance with ORS 305.385.
8. The Contractor agrees to obtain/retain a City of Medford Business License for the duration of this contract.
9. The Contractor acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____

Respectfully submitted this _____ day of _____, 20__.

Signature: _____

Name: _____
(Print/Type)

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION VI - DETAILED SPECIFICATIONS

1.0 Scope of Services

- 1.1 Work with the City on the development of State strategy, implementation plan and agenda for the legislative sessions.
 - 1.1.1 Evaluate funding opportunities:
 - A. State appropriations – notify City as appropriations become available
 - B. Competitive grant programs - notify City as appropriations become available
 - C. Agency identified grants - notify City as appropriations become available
 - D. Other funding opportunities - notify City as appropriations become available
 - E. Prepare forms necessary and required for appropriations requests.
 - 1.1.2 Identify and track issues affecting the City of Medford:
 - A. Legislative issues
 - B. Regulatory issues
 - C. Executive issues
 - D. Advise on recommended actions
 - E. Provide written comments concerning rulemaking
 - 1.1.3 Communicate with the legislative delegation as needed regarding pass-through funding to the state.
 - 1.1.4 Participate as requested in community forums to assist in educating citizens and businesses on state legislative issues and their effect on the City.
 - 1.1.5 Act as the City’s governmental relations representative and advocate in matters related to State funding opportunities and legislative, regulatory and executive issues affecting the City.
 - 1.1.6 Perform other duties as assigned.

2.0 Agreement Period

- 2.1 Work will commence within ten (10) days from the date the initial contract is signed. Contract shall commence on January 1, 2016 through December 31, 2017, with two (2), two (2) year renewal options. The first renewal year would run January 1, 2018 through December 31, 2019 with the second renewal year commencing January 1, 2020 and ending December 31, 2021.

3.0 Payment

- 3.1 Invoices to itemize services rendered by Major Product and reimbursable expenses.

4.0 Review and Selection Process

- 4.1 A committee will review all proposals with respect to the criteria set forth in Section III. Following the initial evaluations, one (1) or more applicants may be selected for a personal interview in Medford. These finalists will be evaluated using the same criteria defined in Section III and new scores will be given to finalists without regard to scores

given in the initial evaluations. Interviews, if required, will last approximately one (1) hour and will include detailed questions regarding methodology, qualifications, and relevant work experience.

- 4.2 Applicants will be rated as to the quality of their written and oral communications.
- 4.3 A Contract will be negotiated with top-ranked finalist.
- 4.4 The contract will be awarded to the proposer who, in the opinion of the City, offers the best combination of price and performance and meets all required specifications.

5.0 Information Required in Proposal

- 5.1 Cost: Show costs itemized with a total cost **“Not to Exceed”** for a two (2) year period, January 1, 2016 through December 31, 2017 with cost increases associated with two 2-year renewals. Show monthly rate schedule. If respondent chooses seasonal increases in monthly rates due to workload fluctuations, please indicate in your response. Lowest cost will be determined by the sum of 12 months of rates. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under the Request for Proposal. All costs must be identified.
- 5.2 Qualifications: A statement of particular expertise and experience in performing government relations services. Include your firm’s process methodology used in performing work and conflicts of interest.
- 5.3 Respondent shall provide a brief overview of the history and structure of the firm. Attach an organizational chart of the office that will be providing the service to the City.
- 5.4 Resume(s): With education background, including all degrees and certifications earned, and work history for each team member or consulting firm performing work under the scope of this request for quotation.
- 5.5 Contractor shall provide a listing of other individuals on the team that would support the completion of this project, with a summary of each team member’s area of responsibility, expertise, experience, and qualification for this work.
- 5.6 References: A minimum of five (5) references for public sector work completed within the last three (3) years. List contract name, address, phone number, fax number, and E-mail address for each reference.
- 5.7 We reserve the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligation and its completion of a project on schedule.
- 5.8 Respondents must submit one (1) clearly marked **“Original”**, one (1) electronic copy and nine (9) copies of their proposal.
- 5.9 The City reserves the right to solicit additional information from applicants should the City deem such information is necessary during the evaluation process.

6.0 Contract

6.1 A **SAMPLE** Personal Services Contract is attached as Exhibit A.

**EXHIBIT A –SAMPLE CONTRACT CONSULTING
SERVICES/PERSONAL SERVICES CONTRACT For
OREGON STATE RELATIONS SERVICES**

THIS AGREEMENT, made this ____ day of _____, 2015, by and between _____, a _____ in the State of Oregon, hereinafter referred to as "CONTRACTOR", and the CITY OF MEDFORD, a municipal corporation in the State of Oregon, hereinafter referred to as "CLIENT".

Article 1. The Work

The CLIENT hereby agrees to engage the CONTRACTOR to perform the technical and/or professional services as hereinafter set forth. CONTRACTOR is not an employee of the CLIENT.

Article 2. Scope of Services

The CONTRACTOR shall perform the services set forth in Exhibit "A", entitled Scope of Services, attached hereto and by reference incorporated herein and made a part hereof. CONTRACTOR is employed to render a professional service only, and any payments made to the CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work. Except as otherwise agreed by the parties, CONTRACTOR shall follow the usual and customary practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Article 3. Time of Performance

The services of the CONTRACTOR are to commence within 10 days after the date of this Agreement. The work shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed December 31, 2016 with the option of two (2), two-year renewals.

Article 4. Personnel

- A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B is attached hereto as Exhibit ___ and incorporated herein by reference.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.

Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work.

Article 6. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof.

Article 7. Compensation

The CLIENT shall compensate the CONTRACTOR in accordance with the Schedule of Charges and Payment Schedule set forth in Exhibit ____, which shall include the basis for rates and charges. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONTRACTOR is due upon presentation of invoice to CLIENT and is to be made within thirty (30) days.

Article 8. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of the CLIENT and to its satisfaction, CLIENT agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of CLIENT in regard to the payment of claims, which regulations provide, among other things, that all claims against CLIENT shall be submitted to CLIENT upon vouchers.

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefor have been authorized in writing in advance.

Article 9. Data to be Furnished

All information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Exhibit A hereof shall be made available to the CONTRACTOR without charge by the CLIENT, and the CLIENT shall cooperate in the carrying out of the work without undue delay.

Article 10. Changes

The CLIENT may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the CONTRACTOR, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to this Agreement.

Article 11. Suspension of Work

CLIENT may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond CLIENT'S control make normal progress of the work impossible. CONTRACTOR may request that the work be suspended by notifying CLIENT, in writing, of circumstances that are interfering with the normal progress of work. CONTRACTOR may suspend work on Project in the event CLIENT does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 12.

Article 12. Termination of Work

CLIENT may terminate all or a portion of the work covered by this Agreement for its convenience. CLIENT or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CLIENT, become its property. If requested by CLIENT, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CLIENT shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to CLIENT for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

Article 13. Default

If CONTRACTOR fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen or equipment or with sufficient materials to insure the prompt completion of the work, or shall neglect or refuse to remove and replace materials or work that have been rejected as defective or unsuitable, or shall discontinue the prosecution of the work or if CONTRACTOR shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against CONTRACTOR unsatisfied for a period of forty-eight hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the work in an acceptable manner, CLIENT shall give notice in writing to CONTRACTOR and CONTRACTOR'S surety of such delay, neglect or default, and if CONTRACTOR, within a period of ten days after such notice shall not proceed in accordance therewith, then CLIENT in addition to the rights and remedies to which CLIENT may be entitled by law for the enforcement of its rights hereunder or upon breach of covenant shall have full power and authority, without violating this contract, to take the prosecution of the work out of the hands of CONTRACTOR, to appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may award a contract for the completion of this contract according to the terms and provisions hereof, or use such methods as in its opinion shall be required for the completion of this contract, in an acceptable manner. All costs and charges incurred by CLIENT together with the costs of completing the work under the contract, shall be deducted from any money due or which shall become due said CONTRACTOR. In case the expense so incurred by CLIENT shall be less than the sum which would have been payable under the contract, if it had been completed by CONTRACTOR hereunder, then CONTRACTOR shall be entitled to receive the

difference less any damages for delay to which CLIENT may be entitled, and in case such expense shall exceed the sum which would have been payable under the contract, CONTRACTOR and the surety shall be liable and agree to and shall pay CLIENT the amount of said excess with damages for delay of performance, if any. CONTRACTOR shall not make any disposition of the plant, machinery, tools, appliances, supplies or materials used on or in connection with the work, whether by sale, covenants, or encumbrance, inconsistent with the provisions of this contract.

The contract may be canceled at the election of CLIENT for any failure or refusal on the part of CONTRACTOR to faithfully perform this contract according to its terms and conditions.

Article 14. Non-Appropriation

Notwithstanding the termination provisions and the Default section above, termination may occur for non-appropriation. Specifically, all CLIENT obligations to spend money under this contract are contingent upon future appropriations as part of the CLIENT budget process and local budget law, and the failure of the Council and Budget Committee to make the appropriation shall necessarily result in termination of this contract. As such, in the event insufficient funds are appropriated for the payments under this contract, then the CLIENT may terminate this contract at the end of its current fiscal year, with no further liability or penalty to the CLIENT. The CLIENT shall deliver written notice to CONTRACTOR of such termination no later than thirty (30) days from the determination by the CLIENT of the event of non-appropriation.

Article 15. Interest of the Contractor

The CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONTRACTOR further covenants that in the performance of this work no person having any such interest shall be employed.

Article 16. Findings Confidential

No report, information, or other data given to or prepared or assembled by the CONTRACTOR pursuant to this Agreement which the CLIENT has requested be kept confidential, shall be made available to any individual or organization by the CONTRACTOR without the prior written approval of the CLIENT.

Article 17. Subletting or Assignment

Neither of the parties hereto shall assign, sublet or transfer his interest in this Agreement or any portion thereof without the prior written consent of the other.

Article 18. Rights to and Disposition of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONTRACTOR, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the CLIENT so long as such subject data is in the possession of the CONTRACTOR.

Following termination or completion of the work pursuant to this Agreement, upon request, CONTRACTOR will deliver copies of all subject data to CLIENT and the CLIENT may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data. Upon request, all final reports and other materials prepared by CONTRACTOR under this agreement shall be the property of CLIENT.

Article 19. Publications

It is agreed that either or both of the parties hereto may publish at any time, subject to the terms of this Agreement, the results of the work conducted hereunder, provided credit is given to the individuals and organizations who conducted and sponsored the work. A copy of each manuscript to be submitted for publication by either or the parties hereto shall be furnished to the other party prior to such submission for publication, and five (5) copies or reprints shall be furnished to the other party subsequent to publication. Articles or works reporting on the subject work hereunder or on portions thereof which are published by the CONTRACTOR shall contain the forward, preface or footnote a statement to the effect that publication of the article or work does not necessarily indicate acceptance by the CLIENT of the findings, conclusions or recommendations either inferred or specifically expressed therein.

Article 20. Intellectual Property, Including but Not Limited to Copyrights

Neither party shall claim any copyright protection for any reports, maps or other documents produced in whole or in part under this Agreement.

Article 21. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless CLIENT, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement. Provided, however, that CONTRACTOR shall not be required to indemnify CLIENT against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CLIENT.

Article 22. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

- (1) Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. "*The City of Medford and its officers, employees and agents while acting within the scope of their duties as such*" shall be named an Additional Insured by endorsement.
- (2) Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.

- (3) Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for ***Declaration of Exemption from Oregon Statutory Workers Compensation*** in lieu of Workers Compensations Insurance.

- (4) Professional Liability Insurance (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified service providers) with a limit of at least \$2,000,000. Such coverage may be on a "claims made" policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR.

CONTRACTOR shall submit to CLIENT certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CLIENT for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501. *Any request for exemption from this requirement must be in writing and approved by the CLIENT'S Risk Manager.*

CONTRACTOR is responsible to assure that CLIENT receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this Agreement. In no case shall CLIENT be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR's insurance policies.

Article 23. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 24. Integration

This Agreement represents the entire understanding of CLIENT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with

respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 25. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state. Any litigation arising from this Agreement shall commence in Jackson County, Oregon.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

CITY OF MEDFORD

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

EXHIBIT _____
OREGON STATUTORY PUBLIC CONTRACT PROVISIONS

**THE FOLLOWING PROVISIONS PERTAIN TO
PUBLIC PROCUREMENTS
(OTHER THAN PUBLIC IMPROVEMENTS)**

ORS 279B.220

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING

CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225

CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230

CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

- (1) CONTRACTOR shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all monies and sums which CONTRACTOR collected or deducted from the wages of employees, under any law, contract or agreement, for the purpose of providing or paying for the services.
- (2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235**CONDITION CONCERNING HOURS OF LABOR**

- (1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- (2) Employer must give notice in writing to employees, who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (4) Does not apply.
- (5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
 - (b) Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.