

**EXPLORE
WILSONVILLE**
A POCKET (OF FUN)



REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

‘Explore Wilsonville’ Tourism Promotion and Destination Marketing Services

ADVERTISEMENT DATE: August 21, 2019

Proposals due: September 30, 2019, at 2:00 PM local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: “RFP – Tourism Services,” and sent to the address below. Include the name and address of the Proposer.

Proposers must submit eight (8) hard copy sets of the Proposal and a digital, electronic-file version on a compact disc (CD) or a flash “thumb” drive.

Electronically mailed or faxed Proposals will not be accepted.

The City of Wilsonville reserves the right to reject any or all Proposals.

This RFP and related documents are posted online at www.ci.wilsonville.or.us/tourism

Address Proposals to:

City of Wilsonville
Attn: Mark Ottenad, Public/Government Affairs Director
29799 SW Town Center Loop East
Wilsonville, OR 97070



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REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

'Explore Wilsonville' Tourism Promotion and Destination Marketing Services

1. PROJECT DESCRIPTION

A. Summary of the Project

The City of Wilsonville, Oregon, invites proposals from qualified individuals or organizations ("Proposer") for tourism promotion and destination marketing services ("Project") for the City's 'Explore Wilsonville' tourism-development strategy. The strategy is updated annually by a *Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* ("Plan") that acts as an over-arching business plan approved by the Tourism Promotion Committee ("Committee") and adopted by the City Council.

The Plan is implemented primarily through a *Tourism Promotion and Destination Marketing Services Plan Program* ("Program") developed by the Proposer, with input and direction of the Committee and also approved by City Council concurrent with the Plan. The Program consists of a specific set of marketing-communications deliverables, as well as general ongoing professional services, that are the subject of this Request for Proposals (RFP).

Located mid-way between Oregon's largest metropolitan area and the state capitol, the 'Explore Wilsonville' tourism-promotion program seeks to position Wilsonville as an attractive destination along I-5 for overnight lodging from which to explore nearby attractions with day-long 'pocket trips' throughout the Portland metro region and the North Willamette Valley. Working with a tourism promotion and destination marketing services consultant firm, the City of Wilsonville's Tourism Promotion Committee acts as the local-area Destination Marketing Organization (DMO), collaborating with Clackamas County Tourism & Cultural Affairs/Oregon's Mt. Hood Territory, Washington County Visitors Association, and the Willamette Valley Visitors Association.

As a city with a range of two- to four-star lodging-property options that provide approximately 600 hotel rooms located on the dual edge of the Portland metro area and "Oregon Ag/Bike/Wine Country," Wilsonville provides easy access to both urban and rural attractions. As a city that hosts major corporations with thousands of employees and contractors, business and convention visitors seek additional leisure-trip opportunities. **Thus, Wilsonville has a regional tourism-promotion agenda that reaches out beyond the city limits to promote area attractions and events while positioning Wilsonville as the destination for visitors to choose for overnight lodging.**

B. Scope of Work

This RFP focuses on obtaining high-quality, professional tourism promotion and destination marketing services for the relatively new 'Explore Wilsonville' DMO that has a footprint in both the Portland metro market and the Willamette Valley, facilitating Wilsonville's ability to be a "dual gateway" between urban culture and agricultural heritage. The key objective of the Project is to increase overnight lodging occupancy during the non-summer shoulder-season months of

the year by developing marketing campaigns that promote Wilsonville as an ideal lodging 'base-camp' for day trips to explore regional attractions and events.

Specific tourism promotion and destination marketing services that are required by this RFP's Scope of Work include but are not limited to the following:

Marketing Services

- Advancing and implementing marketing promotion plans that include ad-buys, creating digital and print advertising, online/website promotional features, and social media engagement.
- Creating digital and print marketing collateral, as needed, that could include a visitor guide and map, brochures, and other products.

Website Services

- Hosting *ExploreWilsonville.com* tourism website on a platform that provides high quality presentation for all devices, including desktop, tablet, and mobile phone.
- Utilizing SEO and keywords strategies to generate online referrals.
- Developing and maintaining original written, graphic arts and photographic content for the tourism website, *ExploreWilsonville.com*, and related social media channels that include easily accessible, current/updated listings of area events and tourism attractions (" 20-mile radius), and feature local lodging/dining opportunities.

Social Media Services

- Designing and implementing a social media marketing strategy, including promotional e-marketing campaigns and contests and posting regular updates to Facebook, etc.

Public Relations Services

- Managing media contacts and issuing regular news releases to feature unique content and market attractions/events.
- Developing and cultivating earned media coverage through issuing press releases, pitching stories, and arranging hosted tours.

Photographic and Video Services

- Arranging and implementing photographic and video shoots, including obtaining models and releases, for use in print and digital media.

Management Services

- Overseeing all aspects of 'Explore Wilsonville' tourism promotion program, in conjunction with staff and Committee, including financial accounting.
- Providing necessary management supervision of activities and maintaining registrations and insurance provisions.
- Developing and operating procedures/systems, in conjunction with City staff, for public communications to respond timely to inquiries and fulfill requests for information via email, online, phone, US mail, or in-person.
- Managing subscriptions to online services, software and database services, and other destination marketing associations.

- Participating in-person (preferable) or telephonically in Committee meetings that average six (6) two-hour meetings per fiscal year.
- Producing quarterly reports on a key set of metrics that include lodging property occupancy, website/social-media traffic, inquiries/information-requests, etc.

Collateral, Printing, and Shipping/Distribution Services

- Creating and arranging production/printing of brochures and other marketing collateral.
- Developing and supporting distribution channels and paying shipping costs for print collateral products to targeted rest stops, visitor centers, and other locations.

Reserve/Contingency

- Setting aside a portion of budget to cover unanticipated opportunities or expenses.

For more information on the components desired in a Scope of Work to be submitted as a Proposal, see Appendix A – Tourism Promotion and Destination Marketing Services Desired Scope of Work.

C. Term and Budget of Project

The Contract awarded under this RFP is for an amount not to exceed \$300,000 for a one-and-a-half-year period, covering January 1, 2020 through June 30, 2021.

The Contract will also contain an option for the City, at its sole discretion, to extend the Contract with a modified scope of work proposed by Proposer and acceptable to the City for two (2) additional one (1) year contract extensions of the Project, with each extension currently estimated at \$200,000 but subject to City Council annual budget approval.

Thus, the potential budget over three-and-a-half years for tourism promotion and destination marketing services that includes the timeframe of this RFP and two optional extensions totals an amount not to exceed \$700,000.

D. Tourism Budget Information

The City's tourism promotion and destination marketing program, a component of the Parks and Recreation Department with staffing assistance from the City Manager's Office, is funded through transient lodging taxes collected by the City. The budgeted amount for 'Explore Wilsonville' tourism promotion and destination marketing professional services is \$200,000 annually for FY 2019-20; the same amount as has been budgeted for the prior two fiscal years and is estimated for the next three fiscal years.

The City also budgets annually an additional \$25,000 for a local Community Tourism Grant Program, and allocates \$20,000 annually of Oregon's Mt. Hood Territory tourism funds via the Clackamas County Tourism & Cultural Affairs Community Partnership Program.

Based on four special projects that require additional research and resources, as suggested by the *Wilsonville Tourism Development Strategy* ("Strategy") and confirmed in the annual Plan, the City budgets additional funds to undertake one special project each fiscal year. The FY 2018-19 special project was a visitor profile survey, budgeted at \$60,000 for both summer and winter periods, that was completed in June 2019. The FY 2019-20 special project, budgeted in the amount of \$100,000, is a market feasibility study of a year-round multi-purpose facility with a possible adjacent hotel. Special projects are not a component of this RFP; however, information

from special projects work may be incorporated into the Plan and related tourism promotion and destination marketing services.

Thus, the total amount of tourism funding resources for the Plan for a one-year period of the current fiscal year, FY 2019-20, for July 1, 2019 through June 30, 2020, is \$345,000:

- \$200,000 for tourism promotion and destination marketing services
- \$100,000 for special project: study of year-round multi-purpose facility
- \$45,000 for city and county tourism grant programs

Note that the \$200,000 cited above is the total annual amount budgeted for tourism promotion and destination marketing services during this current fiscal year, with this RFP covering the last half of the current fiscal year (i.e., January 1, 2020 through June 30, 2020) and all of the next fiscal year, FY 2020-21, July 1, 2020 through June 30, 2021).

E. 'Explore Wilsonville' and Community Description

Originally adopted by City Council in May 2014, the *Wilsonville Tourism Development Strategy* provided fieldwork research and a general blueprint for local-area tourism promotion and destination marketing services, together with a set of recommendations for both short- and long-term actions.

The Committee prioritized key components of the Strategy, and is working through those elements via annual approval of the Plan that provides a larger five-year action plan and a more specific one-year plan targeted for implementation the following fiscal year. Thus, the strategy is updated annually by the *Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* that acts as a business plan approved by the Tourism Promotion Committee and adopted by the City Council.

The Plan is implemented primarily through a *Tourism Promotion and Destination Marketing Services Plan Program* developed by the Proposer, with input and direction of the Committee and also approved by City Council concurrent with the Plan. The Program consists of a specific set of marketing-communications deliverables, as well as general ongoing professional services, that are the subject of this RFP.

As one of Oregon's fastest-growing cities for the past two decades, Wilsonville now has a population over 25,000 and hosts 21,000 jobs that generate a \$1.2 billion annual payroll, mostly in high-tech engineering and manufacturing jobs. Significant employers include Siemens Mentor Graphics, Sysco Food Services, Collins Aerospace, TE Medical, DW Fritz Automation, and FLIR. Notable residential developments include the international-award winning Villebois urban village and the 2019 NW Natural Street of Dreams location in the Frog Pond West neighborhood.

Education is a top community priority, with the West Linn-Wilsonville School District rated as one of Oregon's top public school systems, and higher-education facilities of Clackamas Community College and Oregon Institute of Technology's "Oregon Tech" Portland-metro campus located in Wilsonville.

The City operates South Metro Area Regional Transit (SMART) that offers fixed-route, fare-free rides in town and fare connections to TriMet's Westside Express Service (WES) commuter rail to Tualatin, Tigard, and Beaverton, the entire Portland metro system, and to Canby and Salem/Keizer.

In a series of National Citizen Surveys conducted over the past six years, Wilsonville residents consistently score the quality of life and City services as some of the best in the U.S. based on the scientifically valid survey. Both residents and visitors rate Wilsonville's parks, which include two regional parks that feature playing fields/recreation opportunities and natural areas, as attractive amenities. The Willamette River represents an incredible natural resource that is only recently being utilized, with plans for new park development and improved river access. New bike/ped bridges over I-5 and the Willamette River that connect with the Portland metro area Ice Age Tonquin Trail are currently being planned by the City.

2. PROPOSER AND PROPOSAL REQUIREMENTS

A. Developing Proposals

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

B. Eligible Proposers

The City of Wilsonville, Oregon, is requesting Proposals in order to select a qualified consultant to provide tourism promotion and destination marketing services for the City's 'Explore Wilsonville' tourism development strategy ("Project"). Proposers, which may be individuals or organizations, are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this RFP.

Technically, qualified proposers are required:

- To be registered and in good standing with the Oregon Secretary of State Corporation Division, as applicable.
- To be able to demonstrate prior successful professional experience in tourism promotion and destination marketing services and otherwise meet the requirements of this RFP.
- If successful as Proposer, acquire a City of Wilsonville business license.

C. Minimum Qualifications

Qualities sought in the successful Proposer include demonstrating the following skills and experience:

- **Marketing Communications Proficiency:** Comprehensive background in multiple aspects of public relations and marketing communications, including producing branding strategy and messaging, creating incentive programs, graphic arts creation, and development of advertising sales collateral. Seek professional knowledge of publication and web layout and design, social media use and email-marketing techniques, as well as related writing/editing and media relations skills.

- **Professional Tourism Background:** Extensive professional experience in the tourism industry, with a track record of successful accomplishments that have increased overnight lodging occupancy or other quantifiable metrics.
- **Oregon Tourism Expertise:** Considerable first-hand knowledge of the Oregon tourism industry, including managers of DMOs, tour operations, meeting/convention planners, and specialized travel segments such as Business Travelers, VFR (Visitor Friends and Relatives), and FIT (Free/Foreign Independent Traveler) markets.
- **Prior Governmental Experience:** Previous work with local, state, or federal units of government on tourism development, economic development, or other programs. Experience working with cities, committees, boards, and chambers of commerce are of particular interest.
- **Other Qualifications:** Possess a valid driver's license and ability to operate a motor vehicle; ability to pass a criminal background check; ability to acquire all required insurance coverage and provide documentation; ability to work weekends, holidays, and evening hours as business demands. Some overnight travel is required.

D. Proposal Format

Proposals shall be typewritten, with a standard body text font (e.g., Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

E. Proposal Content Specifications

The Proposal should be organized to include the following information in the following order:

1. A signed cover letter stating the consultant/firm Proposer's desire to make an offer responsive to the RFP.
2. Consultant/firm name, address, and specialty. Include the same for any sub-consultants included in the Proposal and provide a contact person for each one.
3. Names and descriptions of relative experience of each individual who will be assigned to this Proposal; resumes showing relevant experience are preferred.
4. Three (3) references for each individual or firm listed in the Proposal, including name, email address, and telephone number for one direct contact person for each reference.
5. A work plan explaining how the Proposer intends to address all of the tasks listed in the Scope of Work. Proposers are encouraged to suggest modifications or additions to the Scope of Work, but the Proposal should at least address all of the tasks defined in the Scope of Work. Specific items to consider addressing include:
 - a. The Proposer's understanding of the goals and objectives of the RFP and requested tasks and activities based on existing information.
 - b. Discuss the approach the Proposer will use to perform the tasks and activities identified in the Scope of Work.

6. Cost estimate for completing the Scope of Work. Include billable rates, also known as "Consultant's Rate Schedule," for any consultant proposed to work on the Project, along with any additional charges that might be incurred. Suggested additions or modifications to the Scope of Work should be budgeted separately as adds or deducts.
7. Listing of any exceptions to the Professional Services Agreement, attached as **Appendix B**. *Please review the draft Professional Services Agreement, paying special attention to the City's insurance requirements.* Proposers may include a copy of their general liability and other insurance documentation with the Proposal.
8. Additionally, the Proposal should include at least four (4) samples of DMO tourism-promotion related work products that were prepared by the Proposer or members of the consultant team, along with a note of explanation about each sample product.

3. PROPOSAL SUBMISSION

A. Proposal Due Date and Submission Requirements

Interested consultants shall submit eight (8) hard copies of their written Proposals and one digital, electronic-file version on CD or flash "thumb drive," sealed in an opaque envelope, plainly marked "RFP – Tourism Services," and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by **2:00 p.m. local time on Monday, September 30, 2019**.

City of Wilsonville
Attn: Mark Ottenad, Public/Government Affairs Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

B. RFP Questions or Change Requests

A prospective Proposer may ask questions and/or request a change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Wilsonville
Attn: Mark Ottenad, Public/Government Affairs Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR via e-mail to

ottenad@ci.wilsonville.or.us

All questions or change requests shall include "RFP Request – Tourism Services" in the email subject line or written on the front of the envelope and be submitted, in writing, by **2:00 p.m. local time on September 10, 2019**. Each question or request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed modifications.

The City will evaluate questions and resolve all change requests submitted before the above-listed time and date due by September 16, 2019. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP on September 16, 2019, which shall be published on the City's website RFP section at www.ci.wilsonville.or.us/rfps and at the City's website Tourism Promotion Committee section at www.ci.wilsonville.or.us/tourism.

4. PROPOSAL EVALUATION AND SELECTION

A. Selection Review Committee

All written Proposals received at City Hall by the deadline will be reviewed by a Selection Review Committee. The Selection Review Committee will be comprised of City staff and the Tourism Promotion Committee. One or more finalists may be invited to an interview after the written Proposals have been reviewed. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal. The City retains the right to accept any or no proposal that is deemed to best fit the needs of the City's tourism program.

B. Written Evaluation

Based on his or her evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

Written Proposal Evaluation Criteria and Scoring

Criteria	Maximum Score
Proposal Quality	25
Proposer's Experience/Demonstrated Results	25
Qualifications of Personnel	25
Value of Services Provided for Cost	25
Total Maximum Score	100 Points

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process.

C. Explanation of Evaluation Criteria

Following are additional details on the proposal evaluation criteria:

- **Proposal Quality:** Quality and creativity of the Proposal and points addressed in the Scope of Work, and the likelihood of achieving program objectives.
- **Proposer's Experience/Demonstrated Results:** Proposal team's experience and success with developing creative tourism-promotion and destination-marketing plans for other communities.
- **Qualifications of Personnel:** Prior professional experiences and work-products of consultant team members and how relevant to this Project.

- **Value of Services Provided for Cost:** The maximum services provided in relation to the fee charged and the value of the overall Project; the budget is reasonable and appropriate.

D. Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and the Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations. See the RFP Schedule (Section 5) for potential tentative dates and times for interviews.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score. The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients, and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

E. Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The Selection Review Committee shall determine the final ranking of Proposers and its decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter, notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. The City will only negotiate those provisions of Tourism Promotion and Destination Marketing Professional Services Agreement that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council. The Wilsonville City Council will then make the final contract award decision.

F. Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-047-0740. The protest must be in writing and submitted to:

City of Wilsonville, Attn: Mark Ottenad
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR via e-mail to:

ottenad@ci.wilsonville.or.us

Award protests shall include "RFP Award Protest – Tourism Services" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than **5:00 p.m. local time on Friday, November 8, 2019**. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

5. RFP SCHEDULE

The following is the anticipated timeline of this RFP for receiving and evaluating Proposals and awarding the Tourism Promotion and Destination Marketing Professional Services Agreement contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals (RFP)	Aug 21, 2019
RFP Question or Change-Request Deadline	Sept 10, 2019 - 2:00 p.m.
RFP Addenda Issuance Deadline (if needed)	Sept 16, 2019
Proposals Due	Sept 30, 2019 - 2:00 p.m.
Potential Interview Dates of Proposers by Selection Review Committee	10 am - 12 pm; 1 - 3 pm on Oct 8, Oct 9, Oct 10, Oct 15, Oct 16, Oct 17
Evaluation of Proposals Complete	Oct 31, 2019
Notice of Intent to Award	Nov 1, 2019
Award Protest Deadline	Nov 8, 2019 - 2:00 p.m.
City Council Award Public Hearing	Nov 18, 2019 - 7:00 p.m.
Notice of Award	Nov 19, 2019

6. GENERAL RFP AND PROPOSAL INFORMATION

A. RFP Documents

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070, or may be obtained electronically on the City's website RFP section at www.ci.wilsonville.or.us/rfps. The City of Wilsonville shall not be held responsible for the delivery of the documents.

Other 'Explore Wilsonville'-related documents, including the Strategy, Plan, Program, Committee meeting minutes, and more information are online at the City's website Tourism Promotion Committee section at www.ci.wilsonville.or.us/tourism.

B. Project Manager; City Contact

The City's Project Manager is the sole RFP point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Mark Ottenad
Public/Government Affairs Director
503-570-1505
ottenad@ci.wilsonville.or.us

Access to the City's Project Manager for telephone calls, emails, or other communication will be unrestricted during the RFP preparation period up until **2:00 p.m. local time on September 10, 2019**. During this time Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after 2:00 p.m. local time on September 10, will not be addressed.

For the sake of fairness and to avoid the appearance of undue influence, Proposers are *not* to contact any City staff, City official, or Committee member other than the Project Manager concerning this RFP. Contact with any other City staff, City official, or Committee member concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager, in writing, via email or by addendum may be relied upon.

C. Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum by September 16, 2019, which shall be published on the City's website RFP section at www.ci.wilsonville.or.us/rfps and at the City's website Tourism Promotion Committee section at www.ci.wilsonville.or.us/tourism.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **September 16, 2019**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

D. Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Identifying the Proposal in whole as a trade secret is *not* acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

E. Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

F. Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals *will not* be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

G. Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

H. Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including **Appendix B** – Tourism Promotion and Destination Marketing Professional Services Agreement, all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.

3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Tourism Promotion and Destination Marketing Professional Services Agreement contract and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award the contract to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.
9. Proposer shall also certify Proposer's state of residence.

I. Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

J. Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

K. Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own

travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

L. City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

M. Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

N. Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

O. Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90)-day period.

P. Local and Federal Requirements

The City of Wilsonville intends to select a consultant in accordance with Oregon law and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

APPENDIX A – TOURISM PROMOTION AND DESTINATION MARKETING SERVICES DESIRED SCOPE OF WORK

The City of Wilsonville seeks Proposals that address specifically and include the following services and deliverables and assigns an estimated/bid cost to complete each primary job task.

A. Marketing Services

Media Buying: Identify advertising opportunities with various publications, negotiate favorable ad rates, identify insertion dates based on editorial calendar, define ad specs, oversee ad design and production, and upload ads to publication.

Work with partner agencies (OMHT, WCVA, WVVA, TP, TO) on co-op ad-buys and other joint promotion efforts.

Identify and propose potential publications such as brochures and visitor guide/map and tourism promotional advertising opportunities could include, as recommended by Proposer, Travel Oregon Visitor Guide, Travel Portland Visitor Guide, Sunset magazine, AAA Journey magazine, and other paid digital media. Note that City staff are currently researching print/online map-tool options.

Research and oversee digital paid advertising (via Google Adwords); preference for certified Google Adwords Professional experience.

Art and Creative Direction: Develop creative that aligns and enhances current marketing efforts.

Print Ad Design: Creative design services for print advertising campaigns.

Digital Ad Design: Creative services for digital advertising campaigns.

Copywriting: Develop copy for marketing collateral, print, and digital advertising.

Production: Non-creative production services.

Email Marketing Campaign: Monthly Email Blast (12 times per year) includes email campaign development, list management, graphic design, and copywriting.

B. Website Services

Hosting, Maintenance, and Content Development for ExploreWilsonville.com.

Domain Name Renewals: www ExploreWilsonville com.

SSL Certificate Renewals: www ExploreWilsonville com.

Security/Hack Alert Scanning.

Paid Plug-in Applications Renewals as needed.

Ongoing Content Maintenance Updates for Attractions, Lodging, and Calendar-of-Event Listings.

Content/Website Development that includes words, images, and maps.

Monitoring of website to maintain up-time and appropriate look-and-feel.

Reporting of website traffic and related statistics.

Calendar of Events Listings for all primary community and tourism events occurring 25 miles south, east, and west of Wilsonville and 5 to 15 miles north. Calendar should have ability to distinguish or segregate regular ongoing (weekly) events from special one-time or annual events.

SEO (Search Engine Optimization) Strategies and Tactics – Create detailed SEO strategy to include keyword research, focus, and documentation of performance. SEO should include additional and new content for the website. Also include SEO technical audit for proper indexation, and include quarterly monitoring results into Quarterly Reports.

C. Social Media Services

Promote off-season tourism by promoting attractions and events available during shoulder season. Develop master editorial calendar for 2019, identify trending hashtags, and review and analyze past posts to improve the campaign communication with event producers for events and happenings. Social media proposal should be inclusive of organic posts, boosted organic posts, and paid social media advertising.

Management and Implementation: Strategy, design, and management of all paid social media. Manage all channels and post updates 3-5 time per week. Create events (or add existing events) to Facebook page; manage and direct the “day-to-day” social media subcontractor, copywriting, graphic design, art direction of photography, schedule posts, seek out missing photography, ongoing coordination; preference for Facebook Blueprint Certified Professional experience.

D. Public Relations Services

Monthly News Release Writing to promote 'Explore Wilsonville' content or other feature: 12 times per year, or an average of one per month.

Pitching Story Ideas to magazine writers, tourism promotion operators.

Responding to Writers and Reporters with Content and Photos.

Press Release Online Distribution to AP Wire.

Software Subscription for most efficient and effective distribution tool.

Manage Media Contacts Data and Reporting in appropriate application.

E. Photographic and Video Services

Arrange for New Photography and Videography of attractions and events as needed.

Arrange for models and releases as needed.

Obtain full Usage and Rights Renewals, if applicable.

F. Management Services

Management of the overall tourism-promotion and destination-marketing program, in conjunction with staff and Committee.

Accounting for itemized expenses that are invoiced under the PSA for reimbursement.

Developing and operating procedures/systems in conjunction with City staff for public communications to respond timely to inquiries and fulfill requests for information via email, online, phone, US mail, or in-person.

Memberships: Arrange for City of Wilsonville/ExploreWilsonville Memberships to Travel Portland and Oregon Destination Association (formerly known as Oregon Destination Marketing Organization).

Software and Database Subscriptions that include STR (Smith Travel Research) and ISSUU (Digital Visitor Guide) or similar service.

Reporting: Quarterly key performance indicators (KPI) report, including website unique visitor counts, referral sources, page-views, occupancy and average daily room rate, etc. The City's STR comparable is Troutdale.

Meetings: Attendance at Tourism Promotion Committee meetings, 6 times per year, in Wilsonville. In-person attendance preferred; telephonic call-in attendance permissible occasionally with advance request and approval by Project Manager. Additional meetings, if needed, may be invoiced separately under Reserve/Contingency.

G. Collateral, Printing, and Shipping/Distribution Services

“Wilsonville Visitor Guide and Map” bi-fold brochure design and printing for use in-town distributed primarily to partner agencies like OMHT, WCVA, Chamber of Commerce, and WVVA: 11” x 17” folded in half or quarters (flat) brochure printed on high-quality gloss book, four-process colors plus flood gloss AQ on both sides of sheet (4+fAQ/4+fAQ), full bleed, trimmed, roll folded to finish size of 8.5” x 11” or 4.24” x 11”. Boxed quantity of 5,000.

Certified Folder brochure distribution at all (8) State Welcome Centers (includes Portland International Airport); (6) Rest Stops: Multnomah Falls, French Prairie South Bound, French Prairie North Bound, Santiam, Oak Grove, Mt Hood; + (227) Portland Super Cities + poster-sized display at I-5 French Prairie North Bound per Oregon Travel Information Council (OTIC).

Arrange for Wilsonville Chamber of Commerce brochure distribution throughout local visitor-information kiosk locations to include Wilsonville lodging properties (Holiday Inn, Motel 6, LaQuinta, Quality Inn, SnoozInn, GuestHouse, and soon new Hilton Garden Inn), City Hall, Library, Police, Clackamas Community College, Bullwinkle's/Family Fun Center, Oregon Tech Portland Metro Campus, Pioneer Pacific College, Fir Point Farms, Pheasant Ridge RV Park, Butteville Store, and Aurora State Airport.

Postage: \$1,000 of stamps for Parks and Recreation staff Visitor Center fulfillment.

Freight and shipping to Certified folder and other distribution outlets as contracted with.

H. Reserve/Contingency

Funds to cover an item that might go over budget or to allow the tourism promotion program to take advantage of an unforeseen or unplanned opportunity.

APPENDIX B – CITY OF WILSONVILLE STANDARD PROFESSIONAL SERVICES AGREEMENT (PSA)

Following is the City of Wilsonville's standard Professional Services Agreement (PSA) for contracting with a successful Proposer. A final negotiated Scope of Work (SOW) between the City and Proposer will be attached to the PSA as Exhibit A.

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

Tourism Promotion and Destination Marketing

This Professional Services Agreement (“Agreement”) for the Tourism Promotion and Destination Marketing Project (“Project”) is made and entered into on this ____ day of _____ 20__ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____ [name of Proposer], an _____ [state, corporation/limited liability company] (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the tourism advertising and marketing services (“Services”) according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein.

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided for in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 14**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and

contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City's Project Manager

The City's Project Manager is _____. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 6. Consultant's Project Manager

Consultant's Project Manager is _____. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 7. Subcontractors and Assignments

7.1. Unless expressly authorized in **Exhibit A** or **Section 8** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

7.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours.

7.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 8. Consultant Is Independent Contractor

8.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

8.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

8.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 8** and meet the same insurance requirements of Consultant under this Agreement.

Section 9. Consultant Responsibilities

9.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

9.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including Bureau of Labor and Industries (BOLI) wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant

to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

9.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

Section 10. Indemnity

10.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 10.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

10.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 11. Insurance

11.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such

insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

11.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

11.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of the Contract.

11.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

11.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar

year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

11.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

11.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

11.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 12. Early Termination; Default

12.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

12.1.1. By mutual written consent of the parties;

12.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

12.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

12.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

12.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

12.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 16**, for which Consultant has received payment or the City has made payment.

Section 13. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 14. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement.

Section 15. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 16. Property of the City

16.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, and diaries, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 17. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Mark Ottenad, Public/Government Affairs Director
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant:

Attn: _____

Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

18.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

18.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

18.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

18.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

18.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

18.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

18.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

18.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

18.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

18.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

18.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

18.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement

in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

18.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

18.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

18.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

18.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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