



DRAFT Version 08/29/2023

**REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL SERVICES**

***‘Explore Wilsonville’
Tourism Development Strategy***

ADVERTISEMENT DATE: September 7, 2023

Proposals due: October 27, 2023, at 2:00 PM local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: “RFP – Tourism Development Strategy,” 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 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: Zoe Mombert, Assistant to the City Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070



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REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

'Explore Wilsonville' Tourism Development Strategy

1. PROJECT DESCRIPTION

A. Summary of the Project

The City of Wilsonville, Oregon, dba Explore Wilsonville Destination Marketing Organization (DMO), invites proposals from qualified individuals or organizations (“Proposer”) for the updating and creation of a new Explore Wilsonville Tourism Development Strategy (“Project”) with an emphasis on “sustainable travel” that aims to sustain or enhance the geographical character of a place — its environment, culture, aesthetics, heritage and the well-being of residents.

Originally produced in 2013 and adopted by City Council in May 2014, the *Wilsonville Tourism Development Strategy* (“Strategy”) provided fieldwork research and a general blueprint for local-area Tourism Development Strategy services, together with a set of recommendations for both short- and long-term actions. The Strategy established the “Visit Wilsonville,” later modified to “Explore Wilsonville,” destination-marketing program and called for the creation of a DMO or Tourism Promotion Committee (“Committee”), together with development of a tourism website and other tourism marketing efforts.

The Committee prioritized in 2015 key components of the Strategy, and is working through those elements via annual approval of 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 a *Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”) that acts as a business plan approved by the Committee and adopted by the City Council.

The Plan is implemented primarily through a *Tourism Development Strategy Services Program* (“Program”) developed by the City’s destination-marketing and tourism-promotion contractor, JayRay Ads & PR of Tacoma, Washington, with input and direction by the Committee and 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, including website development and management, social media, public relations, marketing and advertising.

See the City’s website, Tourism Promotion Committee section, www.ci.wilsonville.or.us/bc-tp, for the current Plan and Program and additional background information.

A number of recent activities are prompting the City to seek an update to the 2014 Tourism Development Strategy.

- The Tourism Development Strategy is nearly 10 years old, and in need of refreshing. During the intervening time, many steps such as establishing an oversight committee and creating a tourism website and visitor itineraries were completed.
- The Covid pandemic created a disruption to traditional travel plans for both business and leisure visitors. A “new normal” may have evolved in terms of travel. Local attractions, including the World of Speed (motorsport museum) and Regal Cinemas movie theater

closed, while a new 4–star hotel, Hilton Garden Inn, opened in 2018 and Holiday Inn Wilsonville/South Portland undertook a major remodel.

The new Tourism Development Strategy is to act as the ‘guide’ for the Explore Wilsonville destination-marketing and tourism-promotion program for the next 10 years. As a “living document,” and noted above, the Strategy is updated annually by a *Five-Year Action Plan and Annual One-Year Implementation Plan*.

B. Scope of Work

The key objective of the Project is to create a Tourism Development Strategy for the City of Wilsonville, dba Explore Wilsonville DMO. The Strategy shall provide guidance over the next 10 years for directing efforts and funds aimed at increasing tourism activity within the community, particularly for overnight stays at Wilsonville lodging properties.

Due to Wilsonville’s strategic location along the West Coast lifeline of I-5, visitors have easy access to the Portland metro area, the state capitol of Salem, and other destinations. A key component of the Strategy should recognize that Wilsonville seeks to be the ‘base station’ for visitors to the Portland Metro and North Willamette Valley regions. With the largest concentration of overnight lodging options that range from 2- to 4-star hotels in the South Metro area and North Willamette Valley, Wilsonville is well positioned to act as a jumping-off point for day trips throughout Northwest Oregon—Portland metro, Salem state capitol, Willamette Valley wine country, Mt Hood, Columbia River Gorge, and the Oregon Coast.

Thus, the Strategy needs to account for two distinct but interrelated entities/experiences directly related to tourism promotion and destination marketing:

1. Those within the City of Wilsonville over which the City has jurisdictional authority and derives transient lodging-tax revenue; and
2. Those outside of the City located in neighboring communities and unincorporated county lands that offer attractions of interest to visitors with little lodging resources.

Both sets of assets/attractions—those within and outside of the City—weave together the opportunity for visitors to have a variety of authentic Oregon experiences, while staying in Wilsonville.

Specifically, the Tourism Development Strategy should address key tourism product sectors and enunciate the City’s current and potential value-statement in relation to each of the following:

- a) Lodging – hotels/motels, VRBOs/AirBnB, bed & breakfast, RV parks, campgrounds;
- b) Tourism activities, such as:
 - Nature & Outdoor Recreation — parks, Willamette River, walking trails.
 - History, Heritage, and Culture — historical kiosks, potential Korean War Memorial museum, art, music.
 - Sports & Recreational Activities and Facilities — develop facilities to better accommodate events like youth sports tournaments and bike tours.
 - Shopping — retail, as well as farmers markets.
 - Meetings — conferences, trade shows and training seminars.
 - Culinary — wines, agri-tourism and dining.
 - Special Events — major activities and community events at City parks, large weddings and other events.

- Industry — special tours and product shows.
 - Commercial Attractions — Family Fun Center and Bullwinkle's Restaurant and other businesses.
- c) Statistics and research — guides emphasis and measurements.
 - d) Legislation and regulation — use to support policy implementation where applicable.
 - e) Performance measures and quality standards — measure effectiveness and sustainability.
 - f) Transportation — getting to product sectors and among product sectors; use of City's SMART bus.

The Wilsonville Tourism Development Strategy shall:

1. Evaluate the existing tourism visioning and mission statements, update as needed in collaboration with the Committee and JayRay Ads & PR.
2. Provide a clear understanding of the community's *current* visitor/tourism situation and the *potential* visitor/tourism situation.
3. Undertake a SWOT analysis to identify Wilsonville's tourism Strengths, Weaknesses, Opportunities and Threats in terms of competitive positioning, visitor experiences, and ability to increase visitation in growing market segments.
4. Outline the community's positioning in relation to the brands of Oregon's Mt. Hood Territory (Clackamas County, OR), Oregon's Tualatin Valley (Washington County, OR) Travel Portland and Travel Oregon.
5. Identify existing and potential visitor/tourism assets and their audiences or users, as well as investment opportunities to develop both public and private assets or better promote these assets for increased utilization.
6. Develop a coordinated, prioritized list of programs and capital projects aimed at increasing tourism activity within the community and nearby areas, focused on hotel stays in Wilsonville. Provide recommendations to fund these recommendations.
7. Chart a course to enhanced tourism development collaboration between the City and Clackamas County and other destination marketing organizations.
8. Provide opportunities for the public and industry partners to provide input in a meaningful way on the draft Strategic Tourism Development Plan.
9. Metrics of Success: develop a set of metrics by which the tourism promotion program can gauge implementation of Strategy components.

Specific issues for review should focus on what opportunities exist and what kinds of strategies can be developed that:

1. Can we convert Commercial Business Travel visitors to Wilsonville into repeat Leisure Travel visitors?
2. Facilitate increased off-season visits with one- to two-night stays in Wilsonville.

3. Leverage Wilsonville's proximity to French Prairie and North Willamette Valley attractions, such as Oregon Bike-Wine Country, the Willamette River and National Water Trail, Aurora Colony National Historic District, Champoeg State Heritage Area, Wooden Shoe Tulip Festival, and other major regional events.

C. Term and Budget of Project

The Contract awarded under this RFP is for an amount not to exceed \$100,000 over a one-year period during calendar year 2024, commencing in January 2024 and being completed by December 2024. The City is budgeting \$50,000 per fiscal year (FY), FY 23-24 and FY 24-25 (FY run July 1 through June 30) for the project.

D. Proposed Schedule

Based on prior experiences of working with advisory committees and developing collaborative plans, the City envisions the process of creating a Tourism Development Strategy as one that takes eight to ten months from start to finish. The exact duration will depend on a number of factors, such as availability of task force members and consultants, holiday periods, nature of issues to be researched, etc.

Assuming a January 2024 start date for the first Tourism Promotion Committee meeting, the Tourism Development Strategy project is expected to be completed by November 2024, with City Council adoption in December 2024 or January 2025.

A general schedule and set of work expectations include:

1. **Tourism Promotion Committee meetings:** Over the course of calendar year 2024, attend in-person or remotely a total of four or five Committee meetings to provide updates. The meeting dates and times will be set by polling the Committee members, staff, and consultants to see dates and times that work best for a majority of the participants, which is generally during the day.

At least one week in advance of each meeting, the consultant will send a meeting agenda and materials via email or online to staff for distribution to Committee members for review and consideration. The consultant may wish to conduct surveys or polls as necessary to gain additional feedback from Committee members.

At the meeting, consultant will review with the Committee issues from the materials that had been sent out previously. As questions are raised and additional issues aired during the meeting, the consultant will note and afterwards conduct research and compile information responsive to the Committee member inquiries.

This kind of process will be repeated during the course of development of the Strategy.

2. **Focus Groups:** In order to gain greater understanding and feedback from additional stakeholders and community members who are not members of the Committee, the consultant will conduct one or more meetings of focus groups to solicit additional suggestions and ideas. Focus groups shall include businesses engaged in hospitality or tourism, as well as residents.
3. **Stakeholder Interviews:** Since not all stakeholders will be available to participate in Focus Group meetings, the consultant will conduct individual interviews as necessary to

gain additional suggestions and feedback. Interviews shall include Committee members, hospitality and tourism operators, other tourism partner agencies, and residents.

4. **Destination-Marketing Consultant Interview:** JayRay Ads & PR has had a significant impact on the success of Explore Wilsonville's website, marketing and the development of the current brand. The consultant will conduct an interview with JayRay to gain additional understanding of the brand and marketing strategy.
5. **Survey Instrument:** Another tool to obtain stakeholder and public feedback could be the possible use of an electronic survey instrument to gather input from those outside the Committee. Information about the survey could be sent out in a newsletter or be accessible on the City's website, depending on how the survey may be utilized. The City's Let's Talk Wilsonville could also provide a platform from which to gain community survey responses.
6. **Draft Tourism Development Strategy:** The final draft Strategy will preferably have consensus support of the Committee; or if not, then a majority of the Committee members. The Draft Strategy shall be released for public comment for a reasonable period of time. The Consultant will then analyze public comments, group them by issue and by specific references to the Strategy, where applicable, and provide responses to specific issues. These public comments and responses shall become part of an appendix to the final version of the Strategy.
7. **Final Tourism Development Strategy:** The final version of the Strategy will preferably have consensus support of the Committee; or if not, then a majority of the Committee members. The final Strategy will then be presented to City Council by the consultant and members of the Committee as a recommendation for adoption.

Tentative target date-ranges for the project:

- January 2024: Contract award, commencement of project.
- February – May 2024: Project proceeds; City tentatively schedules two to four Tourism Promotion Committee meetings.
- June – August 2024: Project proceeds; Committee does not generally meet in summer.
- September 2024: Findings and recommendations of Strategy are presented to Committee, which provides feedback and additional direction.
- October 2024: Draft Strategy is released for a 21-day public comment period; Committee meets to review and take public comment.
- November 2024: Draft Strategy is modified based on review feedback.
- December 2024: Final version of Strategy is released for City Council adoption.

See also Section 5. RFP SCHEDULE for deadlines pertaining to the RFP process.

E. Tourism Budget Information

The City's Tourism Development Strategy program, a component of the Administration Department/City Manager's Office in collaboration with the Parks and Recreation Department, is

funded through transient lodging taxes collected by the City. The budgeted amount for Explore Wilsonville tourism-promotion and destination-marketing professional services agreement is \$200,000/year estimated for the next two fiscal years; JayRay is the contractor.

As noted above, the Project is a separate tourism budget line-item totaling a maximum of \$100,000 to develop the Strategy over two six-month periods of two fiscal years: second half of FY 23-24 (January through June 2024) and first half of FY 24-25 (July 2024 through December 2024) – during the 2024 calendar year. Thus, in summary, the City is budgeting \$250,000 total per year for the Project and tourism-promotion and destination-marketing during FY 23-24 and FY 24-25.

F. 'Explore Wilsonville' and Community Description

This RFP focuses on obtaining high-quality, professional, sustainable Tourism Development Strategy 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.

With the largest number of hotel rooms in the South Portland Metro and North Willamette Valley region, the Explore Wilsonville program has also moved toward promoting the City as a place to stay for overnight lodging and visiting all of the great attractions around Wilsonville to recreate, shop tax-free, see area wineries, etc. The tagline "in the heart of it all" evolved while other areas of tourism promotion, such as equestrian events, have not advanced.

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-trips throughout the Portland metro region and the North Willamette Valley. Working with a Tourism Development Strategy 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, Willamette Valley Visitors Association and Travel Oregon.

As a city with a seven hotels that feature two- to four-star lodging-property options, Wilsonville accommodates approximately 700 hotel rooms located on the dual edge of the Portland metro area and the Willamette Valley's "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.**

As one of Oregon's fastest-growing cities for the past two decades, Wilsonville now has a population over 27,000 and hosts 21,000 jobs that generate a \$1.6 billion annual payroll, mostly in high-tech engineering and manufacturing jobs. Significant employers include Siemens EDA (fka Mentor Graphics Corp.), Sysco Food Services, Collins Aerospace, TE Medical, DW Fritz Automation, and FLIR. TWIST Bioscience will also be making significant investments in the community as the San Francisco-based business expands to Wilsonville. Notable residential developments include the international-award winning Villebois urban-village and 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 dial-a-ride and fixed-route, fare-free rides in town and fare connections to TriMet's Westside Express Service (WES) commuter rail to Tualatin, Tigard, and Beaverton, and the entire Portland metro system, and to Canby and Salem/Keizer.

In a series of National Citizen Surveys conducted over the past eight years, Wilsonville residents consistently score the quality of life and City services as some of the best in the U.S. based on scientifically valid surveys. 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.

The City is currently implementing an arts and culture program guided by an Arts, Culture and Heritage Strategy with a new City Council-appointed Arts and Culture Commission. Eventually current tourism promotion and new culture affairs programs may be merged with supportive staffing.

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 Development Strategy 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 Request for Proposals (RFP).

Technically, qualified Proposers are required:

- To be able to demonstrate prior successful professional experience in Tourism Development Strategy services and otherwise meet the requirements of this RFP.
- If successful as a Proposer, acquire a City of Wilsonville business license.

C. Minimum Qualifications

Qualities sought in the successful Proposer for the Tourism Development Strategy Professional Services Agreement include demonstrating the following skills and experience:

- **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 unit of government on tourism development, economic development or other programs. Experience working with cities, committees, boards, and chambers of commerce 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 submitted in both digital and hard-copy printed format, 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 8½" 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 of the consultant/firm. 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, Appendix A. *Please review the draft Professional Services Agreement, paying special attention to the City's insurance requirements.* Any proposed changes to the Professional Services Agreement must be noted in the Proposal. The City may or may not agree to make such changes. Proposed changes not noted in the Proposal cannot be requested at the time the contract is awarded. Proposers should include proof of the required insurance 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 Proposal and one digital, electronic-file version on a 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 Wednesday, October 27, 2023**:

City of Wilsonville
Attn: Zoe Mombert, Assistant to the City Manager
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: Zoe Mombert, Assistant to the City Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR via e-mail to

mombert@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 October 13, 2023**. 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 in writing.

The City will evaluate questions and resolve all change requests submitted before the listed time and date due by October 13, 2023. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP on October 20, 2023, which shall be published on the City 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 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. References will not be scored but will be considered and may be a deciding factor.

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 Schedule 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, will be identified as the Successful Proposer.

The Selection Review Committee will determine the final ranking of Proposers, and the Committee's 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. With regard to the Professional Services Agreement, the City will only negotiate those provisions 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: Zoe Mombert, Assistant to the City Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR via e-mail to

mombert@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 **2:00 p.m. local time on Friday, December 29, 2023**. 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 will 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 a 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)	Sept. 7, 2023
RFP Question or Change-Request Deadline	Oct. 13, 2023 - 2:00 p.m.
RFP Addenda Issuance Deadline (if needed)	Oct. 20, 2023
Proposals Due	Oct. 27, 2023 - 2:00 p.m.
Potential Interview Dates of Proposers by Selection Review Committee	Dec. 13, 2023
Evaluation of Proposals Complete	Dec. 15, 2023
Notice of Intent to Award	Dec. 15, 2023
Award Protest Deadline	Dec. 29, 2023 - 2:00 p.m.
City Council Award	Jan 18, 2024 - 7:00 p.m.
Notice of Award	Jan 19, 2024

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:

Zoe Mombert
Assistant to the City Manager
503-570-1503
mombert@ci.wilsonville.or.us

Please reference "RFP Request – Tourism Services" in the subject line.

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 October 13, 2023**. 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 October 13, 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 October 20, 2023, which shall be published on the City 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.

Prospective Proposers who have contacted the Project Manager and received confirmation of their interest in the RFP by email will be notified of changes to the RFP solicitation by addenda or the provision of answers to questions.

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 **October 20, 2023**, 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 A – Tourism Development Strategy 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 Professional Services Agreement 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 the 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, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran 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.
5. Failure to provide information that is specifically requested in this RFP.

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 worded so 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 659A.142; (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.

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 – 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 Development Strategy

This Professional Services Agreement (“Agreement”) for the ‘Explore Wilsonville’ Tourism Development Strategy Project (“Project”) is made and entered into on this ____ day of _____ 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____, a(n) _____ *[corporation/LLC]* (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 strategic plan updating/creation services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

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 December 31, 2024, 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, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant's authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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 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 _____ DOLLARS (\$_____), 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. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

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**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the Scope of Work, or any compensation above the amount shown in

Subsection 4.1, requires a written Addendum executed in compliance with the provisions of **Section 16**.

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, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are 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, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

Section 5. City's Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 14**.

Section 6. City's Project Manager

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

Section 7. 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 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Subcontractors and Assignments

9.1. 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.

9.2. 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, engineers 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. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 10. Consultant Is Independent Contractor

10.1. 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.

10.2. No subcontracting or assignment of this Agreement is allowed.

Section 11. Consultant Responsibilities

11.1. 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.

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including 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.

11.3. No person shall be discriminated against by Consultant 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.

Section 12. Indemnity

12.1. 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 12.2**. 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.

12.2. 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 13. Insurance

13.1. Insurance Requirements. Consultant must 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 Services hereunder. 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 of this Agreement:

13.1.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's 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.

13.1.2. 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 this Agreement.

13.1.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has 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**.

13.1.4. Workers Compensation Insurance. Consultant 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.

13.1.5. Insurance Carrier Rating. Coverages provided by Consultant 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.

13.1.6. 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.

13.1.7. 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.

13.2. 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 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

14.1.2. 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

14.1.3. 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.

14.2. 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, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

14.3. 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.

14.4. 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 18**, for which Consultant has received payment or the City has made payment.

Section 15. 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 16. 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. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the

form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. 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 be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. 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 18. Property of the City

All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, 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 19. 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: Zoe Mombert, Assistant to the City Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: _____
Attn: _____

Section 20. Miscellaneous Provisions

20.1. 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 or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

20.7. 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.

20.8. 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.

20.9. 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.

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

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

20.12. 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.

20.13. 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.

20.14. 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.

20.15. 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."

20.16. 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.

20.17. 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.

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

20.19. 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.

20.20. 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:

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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