



City of Tigard
Request for Proposal (RFP)

ON-CALL ENCAMPMENT CLEANUP
RFP 2025-25

Proposals Due: July 8, 2025 – 10:00 a.m. local time

Pre-Proposal Meeting:

A pre-proposal meeting will not be held for this solicitation.

Proposer must submit one (1) electronic copy in portable document format (pdf).

Submit Proposals To: ContractsPurchasing@tigard-or.gov

Direct Questions To: Rosie McGown, Contracts and Purchasing Manager
Phone: (503) 718-2736
Email: rosie.mcgown@tigard-or.gov

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
ON-CALL ENCAMPMENT CLEANUP PROJECT**

The City of Tigard is seeking proposals from experienced firms with demonstrated experience in cleanup and environmental mitigation of homeless encampments on public properties. Proposals will be received until 10:00 AM local time, Wednesday, July 8, 2025, at ContractsPurchasing@tigard-or.gov.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Proposals will be considered time-stamped and received by the City when they are received in the email inbox listed above. Late proposals may not be considered, it is the City's sole discretion to accept or reject a late proposal.

RFP packets may be downloaded from <https://www.tigard-or.gov/bids>.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes (ORS) and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

PUBLISHED: Daily Journal of Commerce
DATE: Wednesday, June 18, 2025

GENERAL INSTRUCTIONS AND CONDITIONS

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal (“RFP”), these special conditions take precedence over any conditions listed under the “General Instructions and Conditions”.

COST OF PROPOSAL – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the RFP.

CANCELLATION – The City reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal in whole or in part, if it is found to be in the City’s best interest to do so.

MINOR INFORMALITIES – The City reserves the right to waive any or all minor informalities that may arise in relation to this proposal process if it is found to be in the City’s best interest to do so.

AWARD OF CONTRACT(S) – The City Reserves the right to award contracts for any or all parts of the services solicited under this RFP.

CITY OF TIGARD BUSINESS

LICENSE/FEDERAL TAX ID REQUIRED –

The City of Tigard Business License is required (IMC 5.4). Successful Proposer must obtain a City of Tigard Business License prior to initiation of a contract and commencement of work. Successful Proposer must present a completed W-9 form to the City at the time of contract execution.

CONFLICT OF INTEREST - A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Proposer is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer

understands that should it elect to employ any former City official/employee during the solicitation period or the term of the contract then the former City official/employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047.

PUBLIC RECORDS – Any information provided to the City pursuant to this RFP will be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.345(2). The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Prior to any disclosure requested under Public Records Law, the City will give Proposer prompt written notice of such request. Proposer will have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed pursuant to public records request, the City will take reasonable steps to limit any such provision to the specific information requested. Proposer’s failure to timely respond to the notice provided by the City may result in the disclosure of the requested information. The Proposer further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposer’s records.

INTERGOVERNMENTAL COOPERATIVE

PURCHASING – The successful Proposer submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this RFP reflect the City of Tigard usage only. Each participating agency must execute its own contract with the successful Proposer. Any Proposer(s), by written notification included with their proposal, may decline to extend the prices and terms of this solicitations to any and/or all other public agencies.

These “General Instructions and Conditions” are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

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SECTION 1 OVERVIEW

1.1 Introduction

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Tigard has grown to become a desirable and affordable community in the Portland metro area where residents enjoy access to more than 16 miles of paved trails and nearly 563 acres of parks and open spaces. The City of Tigard is committed to increasing transparency and accountability as we continue our journey to become an equitable community for all. As such, the City has recently refreshed its strategic vision: “An equitable community that is walkable, healthy and accessible for everyone.” The City has a well-balanced economy that includes more than 3,000 firms employing more than 40,000 people from around the region.

In this Request for Proposal (RFP), the City is soliciting proposals from experienced firms or teams of firms with demonstrated experience in cleanup and environmental mitigation of homeless encampments on public properties after they have been abandoned or cleared of human habitation.

1.2 Project Funding

The resulting contract will be for on-call, as needed services, there is no guarantee of work. The City anticipates awarding multiple contracts with an annual amount not to exceed \$50,000 per contract.

SECTION 2 PROPOSER’S SPECIAL INSTRUCTIONS

2.1 Timeline for Selection

The following dates are proposed as a timeline for this project

Submission of written proposals due at 10 a.m.	July 8, 2025
Interviews (if deemed necessary)	July 23, 2025
Award of Contract	August 12, 2025
Notice to proceed – work begins	September 2025

The City reserves the right to modify this schedule as necessary.

2.2 Proposal Submittal

The proposal must be received no later than the date and time specified in item 2.1 above, to the email address ContractsPurchasing@tigard-or.gov. The proposal response will be in a font size no smaller than 11-point and will **not exceed 5 pages**. The transmittal page, table of contents and required forms (Attachments A & B) do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal considered.

Proposals will be considered time stamped and received by the City when they are received in the email inbox listed above. To assure that your Proposal receives priority treatment, please mark the email subject line as follows:

RFP 2025-25 – On-Call Encampment Cleanup

Proposer must include their name and address and contact information in the body of the email. It is the Proposer’s responsibility to ensure that proposals are received prior to the stated submission deadline. Late proposals may not be considered, it is the City’s sole discretion to accept or reject a late proposal.

2.3 Protest of Scope of Work or Terms

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Contracts and Purchasing Office. A protest may be submitted via email. Any such protest must include the reasons for the protest and detail any proposed changes to the scope of work or terms. The City will respond to any protest and, if necessary, will issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least seven (7) days before the proposal submission deadline. The City will not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests of scope of work or contract terms should be directed to the attention of Rosie McGown, at rosie.mcgown@tigard-or.gov

2.4 Interpretations and Addenda

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours (or 48 hours in unique circumstances) prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Rosie McGown

E-mail: rosie.mcgown@tigard-or.gov

Phone: (503) 718-2736

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.5 Proposal Validity Period

Each proposal will be irrevocable for a period of sixty (60) days from the proposal submission deadline.

2.6 Form of Contract

A copy of the personal services agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The agreement will incorporate the terms and conditions from this RFP document and the successful Proposer's response. Firms taking exception to any of the contract terms must submit a protest or request for change in accordance with Section 2.3 "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

2.7 Term of Contract

The contract for this work is anticipated to commence on or around September 1, 2025. The City anticipates awarding a three-year contract, with the option to renew for an additional two years. All work stemming from the contract is anticipated to be completed no later than August 31, 2030.

2.8 Public Safety

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer needs to anticipate delays in such places and include the cost of such delays in the proposed cost. The successful Proposer's employees and agents must carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to

and from any public office, facility, or work site if national or local security appears to require it.

SECTION 3 SCOPE OF SERVICES

3.1 General Description

The City of Tigard is seeking proposals from qualified contractors for the cleanup and environmental mitigation of homeless encampments on public properties after they have been abandoned or cleared of human habitation. Contractors will be responsible for a safe and clean site by removing large items, biohazardous material and other encampment waste material. The services required are on an on-call basis but would be scheduled with advanced notice.

3.2 Technical or Required Services

Work under the resulting contract will include: surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and removal of all material. When transport and disposal is required, disposal must be at a site permitted to accept such materials. Encampment Sites are considered to contain a variety of materials that may contain hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelters, and other items associated with homeless occupancy. Contractors must be trained in handling and disposal of hazardous materials.

The successful Proposer(s) will supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site. They will coordinate with the City of Tigard on a site-by-site basis to determine the Task Order for each encampment, which will include the site start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite representative. The successful Proposer will provide all supervision and management of crews and ensure all necessary safety procedures are followed.

Work is typically scheduled seven (7) Days a week. Occasionally, the City may require an encampment be abated immediately. Sites will not be occupied while the successful Proposer(s) is conducting work.

Successful Proposer(s) are encouraged to employ individuals who have gained lived experience with homelessness and professional experience serving homeless populations as staff for this work.

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed. The City will be responsible for identifying the sites needed for cleanup, posting the appropriate notice for notification of cleanup, identifying and storing personal belongings and property found at the site, and noticing any adjacent property owners or agencies of the site. Proposer will need to stop work if people or firearms are found on site and will contact City for appropriate follow up.

3.3 Deliverables and Schedule

Deliverables are considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the City, the successful Proposer will prioritize submitting applicable deliverables electronically, and any paper-based deliverables must be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

Deliverables and schedule for this project include:

1. Invoice for Services rendered, including date/location of cleanup, and total cost of cleanup.
2. Successful Proposer must always perform work in a timely and efficient manner. Response times must be 72-hours' notice for standard Task Orders, once the Task Order is approved.
3. Successful Proposer will photograph the encampment and share the photos with the City. Successful Proposer must provide photos of the following:
 - a) All posted notices at the encampment
 - b) The site prior to Services performed, and
 - c) The site after Services are performed.
4. Successful Proposer will notify the City when the work is complete and provide a cleanup report for each site, including total weight of debris removed.
5. Successful Proposer must properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
6. Successful Proposer must adhere to all state and federal reequipments for training of employees, and provide a copy of their exposure control plan.

All deliverables and resulting work products from this contract will become the property of the City of Tigard. As such, the successful Proposer grants the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City.

3.4 No Guarantee of Work

The City anticipates selecting multiple Contractors to provide the services under this RFP. Contractor selection will be based on the Proposal Evaluation and Contractor Selection in Section 5, taking into account the number of Proposers, and the City's anticipation of the type and volume of work.

Services are requested as the need arises, therefore there is no guarantee as to the actual amount of work, if any, to be assigned under any contract. The cost for services performed under any Task Order may vary depending upon the amount of work estimated for that project. It is the intent of the City to rotate work amongst the selected Contractors to the best extent possible, however, selection of a specific Contractor for a particular Task Order will be based on the City's judgment of the Contractor's expertise, availability, and approach to the work. The City reserves the right to solicit and award work outside of the on-call contracts, as is determined to be in the best interest of the City.

Compensation for each Task Order will be determined through negotiation with the Contractor based on the scope of work, the estimated hours for performance of the work and the Contractor's hourly rates.

3.5 Task Orders

Work performed under the resulting Agreement(s) must be authorized via Task Order agreed to by the City and successful Proposer(s). The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by both parties in writing.

SECTION 4 PROPOSAL CONTENT AND FORMAT

4.1 Organization of Proposal

Proposers must provide all information as requested in this Request for Proposal. Proposals must follow the format outlined in this RFP. Proposals should be organized in the following manner:

1. Transmittal Page
2. Firm Qualifications and Project Team
3. Project Understanding and Approach
4. Project Management
5. Proposed Cost

4.2 Transmittal Page

By submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP), the stated insurance coverage and limitations, and the Standard Contract Provisions of the Personal Services contract.

The Transmittal Page must include the following:

1. RFP number and project title
2. Full legal name of proposing business entity
3. Name(s) of the person(s) authorized to sign any contract that may result
4. Contact person's name, mailing or street addresses, phone and email address

A legal representative of the Proposer authorized to bind Proposer in contractual matters must sign the Transmittal Page.

4.3 Firm Qualifications and Project Team

Proposers should provide a general description of the range of relevant activities performed by their firm and team members. Provide details on the following:

1. Describe your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm.
2. Provide the address of the firm's home office and the address of the office that will manage the project, if applicable.
3. Describe firm's resources available to perform the work as described.
4. Describe similar projects performed within the last 3 years, which best characterize your firm's capabilities and work quality.
5. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project.
6. Describe firm's internal procedures and/or policies associated or related to work quality.
7. Describe training and certification process for new employees.

4.4 Project Understanding and Approach

Provide details on the approach and methodology for the performance of the scope of services including descriptions for the following:

1. Describe or provide a detailed description of Proposer's approach to overall management and execution of all activities required by the scope of services, including the management techniques that demonstrate how the work requirements will be met.
2. Identify points of contact, input, and review with City staff.

- Based on your firm’s expertise and experience with similar work, demonstrate how your firm will effectively complete the required services.

4.5 Project Management

In your proposal response provide details on how your firm would administer this work. Proposals should address the following points:

- Describe the proposed project manager’s experience on past similar work and explain the project manager’s approach to schedule, and worksite management. The description should include the project manager’s experience and approach to communicating with and managing a team of diverse professionals.
- Names of key personnel who will be performing the work on this project, and their roles and responsibilities on this project; directly relevant experience on similar or related projects; relevant certifications/trainings; and if applicable, relevant lived experience of homelessness.

4.6 Cost Proposal

Proposer must include a price list for services that should including the following categories:

- List of classifications and hourly rate for labor to perform all site cleanup operations.
- Hourly rate for after hours, weekend, and holiday calls if different.
- Equipment costs, as applicable.

Proposer may include a flat mark-up percentage for the following reimbursable expenses:

- Cost of supplies such as personal protective equipment, trash bags, and fuel.
- Cost of transportation and disposal of both biohazard and non-biohazard material rate based on weight.
- Cost of environmental fees.

SECTION 5 PROPOSAL EVALUATION AND CONTRACTOR SELECTION

5.1 Evaluation Process

A selection committee assembled by the City will review written proposals. After meeting the mandatory requirements, the proposals will be evaluated on their technical and fee aspects. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria listed in Section 4. The committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The City will evaluate and score the submitted proposals as follows:

1. Transmittal Page	Pass/Fail
2. Firm Qualifications and Project Team	35 Points
3. Project Understanding and Approach	25 Points
4. Project Management	20 Points
5. Cost Proposal	20 Points
Total Evaluation Points (per evaluator)	100 Points

5.2 Presentation/Interview

At the option of the City, the top scoring Proposers (based on the criteria points) may be asked to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The City will

schedule the time and location of these presentations and notify the selected firms. If the City elects to conduct a presentation/interview process, **25 Points** will be assigned to the process and will be added to the participating Proposers' total points.

5.3 Clarification of Proposals

The City reserves the right to obtain clarification of any point regarding a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

5.4 Contractor Selection

Following the selection committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Award and begin contract negotiations. The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue, in the same manner, with remaining proposers until an agreement is reached.

5.5 Protest of Contract Award

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written Notice of Intent to Award to file a written protest. In order to be adversely affected, a Proposer must itself claim to be eligible for award of the contract and must be next in line for award. The written protest must be timely and specify the grounds upon which the protest is based. The City will not entertain a protest submitted after the time period established in this section.

**ATTACHMENT A
PROPOSAL CERTIFICATIONS**

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause will be barred from receiving awards of any contract from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Contractor Name: _____

Resident Certificate

Please Check One:

Resident Contractor: Contractor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Contractor: Contractor does not qualify under requirement stated above.

(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**ATTACHMENT B
PROPOSAL FORM**

RFP 2025-25 – On-Call Encampment Cleanup

The Contractor named below submits this proposal in response to the Request for Proposals (RFP) for the contract named above and warrants that the Contractor has carefully reviewed the RFP and that this proposal represents the Contractor’s full response to the requirements described in the RFP.

The Contractor further warrants that if this proposal is accepted, the Contractor agrees to all terms and conditions found in the sample contract (Attachment C), and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents. The Contractor hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the sample contract.

Indicate in the affirmative by initialing here: _____

The Contractor certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The Contractor hereby acknowledges receipt of Addendum Nos. ____, ____, ____, ____, ____ to this RFP.

Name of Contractor: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

ATTACHMENT C
CITY OF TIGARD, OREGON
PERSONAL SERVICES CONTRACT
CONTRACT TITLE

THIS AGREEMENT made and entered into this Day day of Month Year by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and Contractor Legal Name, hereinafter called Contractor, collectively known as the Parties.

RECITALS

WHEREAS, the City's Current FY fiscal year budget provides for services related to Brief description of services to be provided; and

WHEREAS, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Contractor, and

WHEREAS, City has determined that Contractor is qualified and capable of performing the services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor will initiate services immediately upon receipt of City's notice to proceed together with an executed copy of this Agreement. Contractor agrees to complete work that is detailed in Exhibit A, incorporated herein by reference.

2. EFFECTIVE DATE AND DURATION

This Agreement is effective upon the date of execution and expires on Month Day, Year, unless otherwise terminated or extended. All work under this Agreement must be completed prior to the expiration of this Agreement.

3. COMPENSATION

The City agrees to pay Contractor in accordance with the fee schedule outlined in Exhibit A. The total amount paid to the Contractor by the City may not exceed and /100 Dollars (\$). Payments made to Contractor will be based upon the following applicable terms:

- A.** Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any, identified in this Agreement as separately reimbursable.
- B.** Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Unless otherwise agreed, payment will be made only for work actually completed as of the date of invoice.
- C.** Payment by City releases City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the invoice. Payment may not be considered acceptance or approval of any work or waiver of any defects therein.

- D. Contractor must make payments promptly, as due, to all persons supplying labor or materials for the performance of the work provided for in this Agreement.
- E. Contractor may not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- F. Contractor will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- G. Contractor will pay all contributions or amounts due the Industrial Accident Fund from the contractor or any subcontractor.
- H. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner does not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- I. Contractor will promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for services.
- J. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- K. Contractor must obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.
- L. The City certifies that sufficient funds are available and authorized for this Agreement during the current fiscal year. Funding during future fiscal years is subject to budget approval by Tigard's City Council.

4. **OWNERSHIP OF WORK PRODUCT**

City is the owner of and is entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence, or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. **ASSIGNMENT/DELEGATION**

Neither party may assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment has any force or effect unless and until the other party has consented. If City agrees to assignment of tasks to a subcontract, Contractor is fully responsible

for the acts or omissions of any subcontractors and of all persons employed by them. Neither the approval by City of any subcontractor nor anything contained herein creates any contractual relation between the subcontractor and City. The provisions of this Agreement are binding upon and will inure to the benefit of the parties to the Agreement and their respective successors and assigns.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City. Contractor is not entitled to benefits of any kind to which an employee of City is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City is entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B.** Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. CONFLICT OF INTEREST

The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed their normal charge for the type of service provided.

8. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of a Contractor's work by City will not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, employees, agents, and representatives and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments, or other costs or expenses, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies), that may be asserted by any person or entity which in any way arise from, during, or in connection with the performance of the work described in this Agreement, except liability arising out of the sole negligence of the City and its employees. Such indemnification will also cover claims brought against the City under state or federal worker's compensation laws. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

9. INSURANCE

Contractor and its subcontractors must maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. Such insurance must cover risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor must provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor will obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). The policy must be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations, and Personal & Advertising Injury endorsements. This coverage must include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Each Occurrence	\$2,000,000

B. Commercial Automobile Insurance

Contractor must also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

If Contractor uses a personally-owned vehicle for business use under this Agreement, the Contractor will obtain, at Contractor's expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

C. Workers' Compensation Insurance

All employers, including Contractor, that employ subject workers who work under this Agreement in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each of its sub-contractors complies with these requirements.

D. Additional Insured Provision

All required insurance policies, other than Workers' Compensation and Professional Liability, must name the City its officers, employees, agents, and representatives as additional insureds with respect to this Agreement.

E. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M.

Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

F. Self-Insurance

The City understands that some contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If Contractor is self-insured for commercial general liability or automobile liability insurance, Contractor must provide evidence of such self-insurance. Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

G. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, Contractor will furnish a Certificate of Insurance to the City. No contract is effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this Agreement and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

H. Primary Coverage Clarification

The parties agree that Contractor's coverage is primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

I. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability policies required by this Agreement.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
contractspurchasing@tigard-or.gov

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance will not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor is obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

10. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments will be made in writing and may be given by personal delivery, mail, email, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses will be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	
Attn:	Attn:
Address: 13125 SW Hall Blvd Tigard, OR 97223	Address:
Phone: (503) 718-	Phone: ()
Email:	Email:

Notice will be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, upon successful fax. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

11. SURVIVAL

The terms, conditions, representations, and warranties contained in this Agreement survive the termination or expiration of this Agreement.

12. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement will be effective unless and until it is made in writing and signed by both parties.

13. TERMINATION WITHOUT CAUSE

At any time and without cause, City has the right in its sole discretion to terminate this Agreement by giving notice to Contractor. If City terminates this Agreement pursuant to this paragraph, City will pay Contractor for services rendered to the date of termination.

14. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (A) will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this Agreement within the time specified,
or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided above related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, provided, that the City may deduct the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract include those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

15. REMEDIES

Any violation or default entitles the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 1) Termination of this Agreement, in whole or in part;
- 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to City's setoff right, including but not limited to City's cost to cure; and
- 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

16. ACCESS TO RECORDS

City will have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

17. HAZARDOUS MATERIALS

Contractor will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and all Oregon safety and health requirements. In accordance with OSHA and Oregon OSHA Hazard Communication Rules, if any goods or services provided under this Agreement may release, or otherwise result in an exposure to, a hazardous chemical under normal conditions of use (for example, employees of a construction contractor working on-site), it is the responsibility of

Contractor to provide the City with the following information: all applicable Safety Data Sheets, the identity of the chemical/s, how Contractor will inform employees about any precautions necessary, an explanation of any labeling system, and the safe work practices to prevent exposure. In addition, Contractor must label, tag, or mark such goods.

18. FORCE MAJEURE

Neither City nor Contractor will be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled will within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification will not be the basis for a claim for additional compensation. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

19. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

20. HOURS OF LABOR, PAY EQUITY

In accordance with ORS 279B.235, the following are hereby incorporated in full by this reference:

- A.** Contractor may not employ an individual for more than 10 hours in any one day, or 40 hours in any one week, except as provided by law. For contracts for personal services, as defined in ORS 279A.055, Contractor must pay employees at least time and a half pay for all overtime the employees work in excess of 40 hours in any one week, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- B.** Contractor must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- C.** Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- D.** Contractor must comply with the pay equity provisions in ORS 652.220. Compliance is a material element of this Agreement and failure to comply will be deemed a breach that entitles City to terminate this Agreement for cause.

21. NON-DISCRIMINATION

Contractor will comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation:

- A. Title VI of the Civil Rights Act of 1964;
- B. Section V of the Rehabilitation Act of 1973;
- C. The Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 (Pub L No 101- 336); and
- D. ORS 659A.142, including all amendments of and regulations and administrative rules, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

22. ERRORS

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

23. EXTRA (CHANGES) WORK

Only the City's Project Manager for this Agreement may change or authorize additional work. Failure of Contractor to secure authorization for extra work constitutes a waiver of all right to adjust the contract price or contract time due to such unauthorized extra work and Contractor will not be entitled to compensation for the performance of unauthorized work.

24. STANDARD OF CARE

Contractor will perform all work under this Agreement with the care and skill used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locale (the "Standard of Care"). Should Contractor not meet the Standard of Care, it must correct its work at its cost.

Any intellectual property rights delivered to the City under this Agreement and Contractor's services rendered in the performance of Contractor's obligations under this Agreement, will be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

25. ATTORNEY'S FEES

In the event an action, suit of proceeding, including appeal, is brought for failure to observe any of the terms of this Agreement, each party is responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

26. CHOICE OF LAW, VENUE

The provisions of this Agreement are governed by Oregon law. Venue will be the State of Oregon Circuit Court in Washington County or the U.S. District Court for Oregon, Portland.

27. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor will comply with all applicable federal, state and local laws, rules and regulations applicable to the work in this Agreement.

28. CONFLICT BETWEEN TERMS

In the event of a conflict between the terms of this Agreement and Contractor’s proposal, this Agreement will control. In the event of conflict between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement will control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A will control.

29. AUDIT

Contractor will maintain records to assure conformance with the terms and conditions of this Agreement and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

30. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the Agreement and, if negotiations fail, may terminate the Agreement.

31. COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon tax laws including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor’s failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Agreement or during the term of this Agreement is a default for which the City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their duly authorized officials. Awarded by Tigard’s Local Contract Review Board at their _____meeting.

CITY OF TIGARD	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
SERVICES TO BE PROVIDED

INTRODUCTION

SCOPE OF WORK

SCHEDULE MILESTONES

COST/RATE ESTIMATES

EXHIBIT B
CONTRACTOR'S PROPOSAL