



**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ACCESS CONTROL SERVICES -
Solicitation 2018-07**

The CITY OF REDMOND (hereinafter “City”) hereby solicits Statement of Qualifications (SOQ) from qualified firms to provide **PROFESSIONAL ACCESS CONTROL SERVICES** for the Redmond Municipal Airport (RDM) – Roberts Field (hereinafter “RDM”). The City intends to select one firm to provide services for the identified potential scope of service, maintenance and projects description.

SECTION 1. Service, Maintenance and Projects Description:

Qualified firms will provide all labor, equipment, supplies, materials, training and documents to produce and deliver necessary work responsibilities in support of RDM's **PROFESSIONAL ACCESS CONTROL SERVICES CONTRACT**. The firm selected will be responsible to provide service, maintenance and potential projects shall include, but are not limited to:

- A. On-site quarterly service and maintenance for all current and future access control systems and their components;
- B. Unlimited twenty-four (24) hours per day, seven (7) days per week phone and VPN support with qualified, certified and licensed AMAG, FLUIDMESH and ONSSI staff (hereinafter “technician”)
- C. Immediate on-site technical assistance with technician (maximum four-hour (4) response time) required; and
- D. Quotes, design, construction, commission, as-built drawings, documents and staff training of potential access control projects.

All work, including required documents, shall be accomplished in accordance with all applicable Federal, State and Local guidelines and regulations including Federal Aviation Administration (FAA) and Transportation Security Administration (TSA). If projects are federally funded they will include a Disadvantaged Business Enterprise (DBE) goal.

RDM's access control systems are considered Sensitive Security Information (SSI), therefore a confidentiality form must be signed and SSI procedures followed prior to contract commencement.

SECTION 2. Scope of Work:

The included tasks may or may not be assigned over the term(s) of the contract. The initial three (3) year contract includes up to four (4) one-year contract extensions at the sole discretion of the City. After the initial three (3) year contract, each one-year contract will be executed through an amendment. During any contract year, all projects, other than the routine systems service and maintenance (e.g. quarterly maintenance) of the existing systems/equipment, will be executed through an addendum. If the City elects to renew the contract after the initial three-year period, the contract price(s) for the subsequent one-year contract(s) shall not exceed the contract prices(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available

Due to the complex and sensitive security nature of RDM's access control systems RDM stipulates the firm selected provides a minimum of two (2) with a maximum of four (4) technicians to be approved by RDM, that become thoroughly familiar with RDM's security systems and layout to support, and perform the following potential scope of work. If the firm has technicians that do not meet RDM's licensing and certification requirements, those technicians must be pre-approved by RDM prior to providing support services. RDM assigned technicians must be able to successfully obtain and maintain a Secured Area ID from RDM. RDM's Secured Area ID process involves the following:

- Completed RDM Secured Area ID application
- Review of I-9 ID Documents (if born outside the USA, must provide legal right to work document)
- Initial and then continuous ten (10) year Criminal History Records Check by submitting fingerprints for FBI records check
- Must receive an approved status from a TSA Security Threat Assessment
- Must complete two hours of RDM training on-site regarding rules and regulations

The following potential scope of work projects are neither listed in chronological order nor by priority, but may be accomplished between Fiscal Year 2019 through 2026, subject to available funding and City budget approvals. It includes RDM's access control systems service and maintenance in addition to project quotes for design, construction, implementation, as-built drawings and documents, and staff training. RDM reserves the right to delete, modify, cancel, or delay the following projects and may choose to include all, part, or none of the projects into the contract:

- A. Quarterly security systems service and maintenance on-site visits. Technicians will provide maintenance and service of all access control systems and related components that are direct or in-direct but support RDM's overall security.
 1. State the time needed to complete the following during scheduled on-site maintenance and service visits:
 - Inspect, test and record results
 - Label batteries and other parts that expire with replacement date
 - Install available software, hardware, firmware or patch updates

- Ensure hard drives, servers and database backups are properly performing and have enough memory storage for optimal performance for efficiency and failure protection
 - Ensure all systems and components are communicating and responding at optimal efficiency or within RDM's requirements, or whichever is greater
 - Annual door alarm and components function testing and reporting with documented results
 - Review results of on-site visit with RDM prior to leaving site
 - Include two (2) hours of time to spend with RDM staff to assist current access control needs, issues and/or training outside of service and maintenance scope
2. State additional value-added services that could be included in quarterly service and maintenance visits and their benefits to RDM
 3. Technician will assist in assembling and review RDM's spare parts inventory critical to its access control systems
- B. Expansion, design, construction, modification and/or upgrades including as-builts drawings and staff training to security systems and/or supporting components including, but not limited to, AMAG, ONSSI, AXIS, FLUIDMESH and DMP
1. Adding the Snow Removal Equipment (SRE) building into RDM's access control system
 2. Adding the Aircraft Rescue and Fire Fighting (ARFF) building into RDM's access control system
 3. Adding/integrating a duress system in passenger terminal
 4. Adding sounders and/or motion detectors to some access locations
 5. Adding entry control systems to the rental car parking and/or vendor and cargo parking lots
 6. Adding additional access points (doors and gates) to RDM's access control systems
 7. Adding additional wireless security components to RDM's access control systems
 8. Adding additional CCTV cameras
 9. Adding/integrating recorded storage system to RDM's current CCTV
 10. Integration of AMAG with other systems for reports and auto-generated emails
 11. Discounted parts pricing for scheduled, unscheduled and emergency service calls, include the following:
 - Your company's discount offer (% off list prices)
 1. Equipment Manufacture standard price discount
 2. AMAG list price discount
 3. Sub-contractor provided equipment standard price discount
 12. List all other fees, with description and amount, that may be incurred by RDM
- C. On-site technical assistance. State the time it takes technicians to arrive to RDM from the time a call for assistance is placed. This time must not exceed four (4) hours.
1. Firm shall provide RDM, at a minimum, three (3) business days' notice, by email prior to commencing scheduled, non-emergency work

2. Service and labor rates apply to non-schedules, emergency, or time and material repairs, improvements or integration projects
 - List your firms service and labor rates
 3. List your firm's straight-time, overtime, holiday service labor rates for the following:
 - Technician
 - RDM approved technician, including sub-firms
 - IT Specialist
 - Engineer
 - Travel Time
 1. Note: Minimum and capped amount of hours
 2. Travel time is portal-to-portal (Point of Dispatch noted)
 4. RDM will only reimburse at authorized government rates and only for government reimbursable items. RDM will require original receipts for reimbursement.
- D. Unlimited phone support from a technician including VPN connection time as needed is required as it may be the quickest possible troubleshooting, diagnostic assistance and/or response to system problems. This support must be available twenty-four (24) hours per day, seven (7) days per week including holidays.
1. RDM requires a technician call back within thirty (30) minutes of initial call
 - List your firms maximum time for technician call back.
- E. The firm must be able to provide RDM with phone and text notification of an alarm within three (3) minutes of the initial alarm
- F. Firm will ensure RDM is enrolled and current with AMAG Software Upgrades and Support Plan (SSA) prior to its expiration date
1. Firm will recommend, purchase, install, configure, migrate data, test system(s) with latest version of the software as appropriate for RDM's environment
 2. Install all relevant Service Pack updates for the Windows Operating System to insure continued compatibility with RDM's access control systems
- G. Records. Describe how your firm maintains records of work and how RDM has access to those records
1. RDM requires a summary report at the conclusion of each on-site visit, summarizing the equipment tested, performance of each piece of equipment, or component and recommendations for correcting any noted deficiencies.
 - Noting necessary repairs to be quoted or provided on a time and material basis.
 - Noting any areas of risk and provide recommendation(s) for mitigating these risks.
 - Including recommendations for future system(s) improvements, upgrades, system integrations, expansion, renovations, or features that add performance or efficiencies.
- H. Must provide a minimum of a two (2) year warranty on parts and work performed by firms and sub-contractors, or the original warranty length if it exceeds two (2) years on the items mentioned below:

1. Firm shall warrant all work for which materials are furnished, fabricated or field erected by the firm and at no cost to RDM, all factory-assembled equipment for which no specified manufacturer's warranty is furnished, or is less than two (2) years, and all work in connection with installing manufacture's warranted equipment. This warranty shall apply to defects in materials and to defective workmanship of any kind by the firm or firm's sub-contractor(s).
 2. In the event of failure of any work, equipment, or device during the life of the warranty, the firm shall repair or replace the equipment or defective work, at no cost to RDM. The firm shall remove, replace or restore, at no cost to RDM, any parts of the structure or building which may be damaged either as a direct result of the defective work, or in the course of the firm's replacement work materials.
 3. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to RDM's satisfaction at the firm's expense.
- I. Upon execution of the contract, and prior to commencement of services, the firm's contract representative, technician(s) and associated support personnel will meet with RDM to establish specific written mutual goals for success. These goals will ultimately become the measurement for success. A minimum of two (2) and maximum of four (4) annual meetings will be required to review service and the overall performance of the firm using the established goals as a metric. The feedback provided during these meetings will allow the services to be adjusted and calibrated to meet the level of service required by RDM.

SECTION 3. STATEMENT OF QUALIFICATIONS CRITERIA AND CONTENTS:

Information included or obtained within the STATEMENT OF QUALIFICATIONS and from any other relevant source may be used in the evaluation and selection processes regardless of where that information is found within the STATEMENT OF QUALIFICATIONS.

Applicants are encouraged to organize their submissions in a manner that follows the general evaluation criteria listed below:

A. Cover Letter (1-page) containing at a minimum:

1. Company name, contact name, address, and email address

B. Qualifications Criteria:

1. General Information

- a. Description of firm/team
- b. Legal company organization; organization chart with names
- c. List of applicable licenses and/or certifications

2. Relevant Firm Experience (20 points)

- a. Applicant's overall reputation, professional integrity and competence, service capabilities and quality as it relates to the proposed scope of work.
- b. List and briefly describe three (3) comparable projects and/or service contracts completed, or currently in progress, by your firm; include your firm's role, and discuss contract amendment history, if applicable. For each project or service contract, include: estimated contract value, project owner, project location, contact name and title, address, telephone number, and email address.

- c. Include three (3) referrals and references from other agencies and/or sponsors. If possible, references should be for similar projects listed above in 2.b. and completed within the past five (5) years.
 - d. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project, etc. from the past ten years and the resulting outcome(s).
 - e. Applicant's capability and intent to proceed without delay if selected for this work.
- 3. Team Experience & Qualifications (30 points)**
- a. Describe each team member's position, provide resumes of each proposed team member. List current professional licenses, certifications relating to RDM's access control systems (photocopies may also be submitted). List technicians that require RDM pre-approval due to lack of certification or license requirements the firm seeks to include as assigned RDM technicians.
 - b. Briefly describe each team member's role within the potential scope of work.
 - c. Provide "team" experience working together on similar projects and/or service contracts.
- 4. Potential Scope of Work Understanding and Approach (25 points)**
- a. Describe your firm's understanding of the potential scope of work list.
 - b. Identify and discuss any potential problems within the potential scope of work list.
 - c. Identify and discuss methods to mitigate those problems.
 - d. Describe offerings, if any, which would add value while maintaining or reducing overall costs.
 - e. State additional value-added services that could be included in the contract and be a benefit to RDM.
 - f. Include and describe any other fees or charges the firm may charge RDM related to access control service, maintenance and projects related to the contract.
 - g. State what your firm will offer its technicians to encourage highly qualified individuals apply and remain with your firm that will be used in support of this contract.
 - h. Describe the work your firm will perform and work that is generally performed by sub-consultants/subcontractors.
 - i. Respond to information sought by RDM within the RFQ.
- 5. Approach to Project Management (15 points)**
- a. Describe firm's approach to creating quotes.
 - b. Describe firm's planning, scheduling, estimating, and construction management.
 - c. Describe firm's quality control plan and dispute resolution management.
- 6. Other Factors (10 points)**
- a. Current workload and ability to proceed promptly.
 - b. Describe firm's commitment to service, keeping RDM's contract a priority for the contract length including the potential renewal terms.

- c. Firm must review the City's standard form Agreements that are included as attachments. State if your firm is willing to abide by the City's standard form Agreements or will have objections or changes.
- d. Provide statement regarding firm's assurance that this engagement will not result in a conflict of interest.
- e. Capability to incorporate aesthetic with project design (when applicable) while accomplishing the basic requirements that the project be functional, safe, efficient and long-lived.
- f. Familiarity with Federal, State and local requirements.

7. Optional Oral Interview (20 points)

- a. Following the evaluation of the written proposals, if necessary to break a tie between top proposers, who receive the same score, or for other reason, RDM may invite those proposers to individual oral interviews.
- b. The interview shall consist of standard questions asked of each proposer.
- c. Instructions regarding oral interviews shall be provided at a later date to invited firms.

C. Appendix:

- 1. Attachment 1: **“Authorization for Release of Performance Information and Waiver”** form shall be completed, signed and included in the STATEMENT OF QUALIFICATIONS.
- 2. Attachment 2: **“Certificate of Insurability”** form shall be completed, signed and included in the STATEMENT OF QUALIFICATIONS. Within ten days of execution of a contract with RDM, the successful proposer shall furnish proof of insurance in the amounts listed within the Contract.
- 3. Attachment 3: **“Contract Review Statement”** form shall be completed, signed and included in the STATEMENT OF QUALIFICATIONS.
- 4. Attachment 4: Sample City of Redmond Contract
- 5. Resumes for proposed key team members, 2-page maximum for each resume, and included in the STATEMENT OF QUALIFICATIONS.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT THE APPLICANT MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN SHALL CAUSE SUCH INCOMPLETE STATEMENT OF QUALIFICATIONS TO BE REJECTED AND NOT BE EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

RDM RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED AS A RESULT OF THIS REQUEST. PROPOSALS MAY BE REJECTED FOR ONE OR MORE OF THE FOLLOWING REASONS, INCLUDING BUT NOT LIMITED TO:

- 1. Failure of the firm to adhere to one or more of the provisions established in this RFQ;
- 2. Failure of the firm to submit a proposal in the format specified herein;
- 3. Failure of the firm to submit a proposal within the time requirements established herein;
- 4. Failure of the firm to adhere to ethical and professional standards before, during or following the proposal process.

RDM 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 RDM THAT IT IS IN THE PUBLICS' INTEREST TO DO SO.

SECTION 4. SUBMITTAL INSTRUCTIONS:

1. This STATEMENT OF QUALIFICATIONS **may not exceed twenty-five (25) single-sided pages** (maximum 8½" x 11") with a minimum of 10 pt. type. Proposals exceeding the page limit will be considered non-responsive. Proposers must submit one (1) original, three (3) copies and one (1) digital version of their Statement of Qualifications.
2. The following information is included in the page limit:
 - Photos, charts, and/or graphs that provide additional evaluation information
3. The following information is not included in the page limit:
 - Cover letter on firm letterhead, maximum of 1 page
 - Table of contents or tab dividers
 - Resumes, including photocopies of certificates and/or licenses) for each key team member, maximum of 2 pages per resume (excluding photocopied certs/licenses)
 - Attachments 1, 2, and 3
4. STATEMENT OF QUALIFICATIONS must be submitted in a sealed envelope with the solicitation name and the proposers name and address clearly indicated on the envelope.
5. Statement of Qualifications must be addressed to the City of Redmond City Recorder at 411 SW 9th Street, Redmond, Oregon 97756 and received on or before:

Submission Date and Time: May 09, 2018, 4:00 P.M. Local Oregon Time

LATE STATEMENT OF QUALIFICATIONS WILL NOT BE ACCEPTED

SECTION 5. RFQ ACQUISITION AND SCHEDULE:

1. Download this RFQ and attachments from the CITY OF REDMOND website at www.ci.redmond.or.us, click on the Business Tab, then RFP's & RFQ's tab, where you will find a listing of the current solicitations being conducted by the City. It is the proposers' responsibility to check the website for addendums. All addendums must be included with the proposers' Statement of Qualifications.
2. **A pre-proposal conference is scheduled at 10 A.M. on March 28, 2018 in the Airport's Administration Office, 2522 SE Jesse Butler Circle, Redmond, Oregon 97756.** RDM staff will discuss the scope of work, general contract requirements, and respond to questions from the attendees. Attendance at the pre-submittal conference is **mandatory**. RDM staff will not be available for meetings regarding the scope of services, outside of this conference.
3. Questions regarding this RFQ must be submitted **in writing**, by **April 11, 2018, 4:00 P.M.** Local Oregon Time, by using one of the following methods:
 - **Mail**
 - Redmond Municipal Airport
2522 SE Jesse Butler Circle, #17
Redmond, OR 97756
 - **E-Mail**
 - nicole.jurgensen@flyrdm.com

Oral statements or instructions made by staff, officials or consultants shall not constitute an amendment to this RFQ; all amendments must be in writing and issued to all registered parties.

4. The following **tentative** schedule has been prepared for this RFQ. Firms interested in the professional access control contract must be available for the mandatory pre-proposal meeting and potential interview meeting dates.

Mandatory Pre-proposal Meeting: **March 28, 2018, 10:00 A.M.** Local Oregon Time

Statement of Qualifications due: **May 09, 2018, 4:00 P.M.** Local Oregon Time

Interviews, if needed: **May 17, 2018, time to be determined**

SECTION 6. SELECTION PROCESS

1. RDM will appoint a selection committee to evaluate each proposal based strictly on qualifications. Using the criteria and weighted listed above, and in order of preference, the Selection Committee will rank the proposals.
2. If there is a tie between the top two (2) proposals the Selection Committee will conduct interviews with the two (2) proposers. Interview invitation letters shall be sent to the selected proposers with specific interview location and anticipated interview format. Proposers may present material using any media format they choose, RDM will not provide materials or technical support. Proposers must leave all presentation items and materials used with RDM for review and consideration. At the proposer's request, and expense, materials shall be returned after the selection is made.
3. RDM will enter into negotiations with the highest ranked proposer to finalize a master contract for the contract period. If a contract cannot be successfully negotiated with the highest ranked proposer, negotiations will be terminated with that proposer and RDM will enter negotiations with the next highest ranked proposer until an agreement is reached or an impasse is declared.
4. A selection/ranking result notification letter will be sent to all proposers following selection determination.
5. Proposals are evaluated on any combination of the following elements:
 - a. Statement of Qualifications submitted in response to this RFQ;
 - b. Reference verification;
 - c. Any information from any source about the proposers, whether included in the STATEMENT OF QUALIFICATIONS or not; and
 - d. Interview performance, if required.

SECTION 7. GENERAL TERMS & CONDITIONS:

1. The minimum qualifications for this **PROFESSIONAL ACCESS CONTROL SERVICES** Contract include:
 - a. Experience in design, construction, commissioning and providing service and maintenance of multiple access control systems, including systems in-use at RDM.
 - b. Able to meet the terms and conditions of the City's standard contract including insurance requirements.
 - c. Proposers not meeting these minimum requirements will not be evaluated nor considered for this contract.
2. The CITY OF REDMOND reserves the right to reject any or all Statements of

Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statement of Qualifications received.

3. **DIRECT CONTACT WITH SELECTION COMMITTEE MEMBERS OR ANY RDM EMPLOYEE CONCERNING THIS RFQ, AT ANY TIME IS STRICTLY PROHIBITED.**

Questions regarding this solicitation must be submitted in writing to, Nicole Jurgensen, Airport Security Manager at:

- Email (*preferred method*):
nicole.jurgensen@flyrdm.com

- Mail:
Airport Security Manager
Redmond Municipal Airport
2252 SE Jesse Butler Circle, #17
Redmond, OR 97756

ATTACHMENT 1

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, _____, the undersigned, on behalf of _____ (this company), do hereby consent and authorize all those companies and government entities listed in my Statement of Qualifications and any other government entity for whom this company has performed ACCESS CONTROL SERVICES, to disclose and release to the City/Airport, or their representatives, information, records and opinions concerning this company's past performance.

The purpose of this disclosure is to provide references to the City/Airport. _____ hereby waives any claim it may have against the CITY OF REDMOND or any company or entity providing information to the CITY OF REDMOND by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent, or a copy of this authorization, shall be as valid and effective as the original.

Dated: _____

By: _____

ATTACHMENT 2

CERTIFICATE OF INSURABILITY

I hereby certify that as a proposer to CITY OF REDMOND for PROFESSIONAL ACCESS CONTROL SERVICES Contract 2018-07, I am fully aware of insurance requirements contained in the Contract and by the submission of this Statement of Qualifications, I hereby assure the CITY OF REDMOND that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by the City, and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that the City may not consider me for further projects.

Signature of Proposer

Date

ATTACHMENT 3

CONTRACT REVIEW STATEMENT

As a proposer to CITY OF REDMOND for PROFESSIONAL ACCESS CONTROL SERVICES Contract 2018-07, I hereby certify that I have reviewed the City's Standard Form Professional Services Contract and have listed any objections to them below. The response shall clearly identify if the attached contract is acceptable in all respects including warranty, insurance, and document ownership and retention requirements. If the contract is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

I am aware; any objections to the Standard Form Professional Services Contract will be considered and included in RDM's evaluation of my firm's qualifications. I am also aware, if I fail to list any objections to the City's Standard Professional Services Contract, I will not be allowed to raise any objections later if selected as the most qualified proposer

Signature of Proposer

Date

Specific Objection:

SAMPLE

ATTACHMENT 4

CITY OF REDMOND STANDARD PROFESSIONAL SERVICES CONTRACT - SAMPLE

CITY OF REDMOND CONSULTANT/PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. _____ PROJECT NO. _____

This Agreement is between The City of Redmond (City) and _____ (Consultant). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Agreement shall be _____ or the date on which each party has signed this Agreement, whichever is later. Unless earlier terminated or extended as provided in the Agreement Documents, the completion date shall be _____.

Statement of Work. Consultant shall perform the Work described in Exhibit 1.

Payment for Work. City agrees to pay Consultant in accordance with Exhibit 1.

Agreement Documents. The Agreement Documents include this cover page, the Agreement and its Exhibits as listed in the chart below, the documents identified in Section 3.1 below and all other items referenced in the definition of "Agreement Documents" in Section 3.6 below.

Exhibit #	Description	# Pages	Included?
1	Statement of Work and Compensation		x
2	Insurance (including certificate(s) of insurance & endorsements)		x
2a	Worker's Compensation Certification		x
4	Independent Contractor Certification & Representations & Warranties		x

CONSULTANT DATA AND SIGNATURE

Consultant Mailing Address (remit payment and notices):

Is Consultant a nonresident alien? Yes No

Federal Tax ID# or Social Security #: _____

A Federal tax ID number or Social Security number is required to be provided by the Consultant and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

Note: Consultant must sign all applicable Exhibits.

INSURANCE REVIEWED _____

**CITY OF REDMOND CONSULTANT/PROFESSIONAL SERVICES - SAMPLE
CONTRACT NO. _____ PROJECT NO. _____**

THIS **AGREEMENT**, made and entered into this ____ day of _____, 20____, by and between the **CITY OF REDMOND**, a municipal corporation of the state of Oregon, hereinafter referred to as "CITY", and _____, operating as an independent contractor providing Professional Services, hereinafter referred to as "CONSULTANT".

The signing of this Agreement by CITY and CONSULTANT authorizes Consultant to carry out and complete the services as described below in consideration of the mutual covenants set forth in this Agreement.

1. EFFECTIVE DATE AND DURATION. This Agreement is effective _____. Except as otherwise provided in section 1.1, this Agreement terminates _____. Time is of the essence with respect to Consultant's performance under this Agreement.

1.1 Options for Extension (select one).

- n/a
- This Agreement also includes a provision to extend the Agreement in _____ optional _____ increments, subject to review and recommendation of City staff and satisfactory negotiation of terms. If either party does not wish to extend the Agreement for any of the optional increments, this fact shall be communicated to the other party no later than ____ days prior to the expiration of the Agreement.

2. PROJECT Consultant's work will be limited to the projects described below. Work on any additional projects will require written authorization from City. Consultant will be working on the following project(s):

2.1 [identify and describe project]

3. SCOPE OF SERVICES. City and Consultant agree to the following scope of services:

3.1 Consultant Duties. Exhibit 1 summarizes a detailed list of duties, including time lines and document production.

3.2 City Duties (select one).

- n/a
- City shall provide Consultant, at City's expense, with material and services described as follows: [identify and describe City duties, if applicable]

3.3 Project Representatives. City and Consultant shall coordinate services, progress reports and all other aspects of this Agreement through the following authorized representative for each party:

City: _____

Consultant: _____

3.4 Records. Consultant shall maintain all of its records relating to the Scope of Services on a generally recognized accounting basis and allow City the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by Consultant for three years after City makes final payment and all other pending matters between City and Consultant are closed.

3.5 Compliance with Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to public contracts including but not limited to all applicable Oregon Statutes governing public contracts. Without limiting Consultant's duty described in this paragraph, ORS 279B.220, ORS 279B.230 and ORS 279B.235 are incorporated by reference into this Agreement.

- 3.6 **Agreement Documents.** In the event of a conflict between or among the terms of this Agreement and any proposal, bid document, standards and specifications and/or request for proposals, the following order of precedence shall prevail: (a) this Agreement; (b) the Attachments to this Agreement; (c) the request for proposal; (d) the proposal and/or bid documents. Nothing in this Agreement shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the terms contained in this Agreement and its attachments or in the City's request for bids or proposals.

4. RESTRICTIONS.

- 4.1 Consultant shall make prompt payments as due to all persons supplying labor or materials to Consultant for the work provided under this Agreement. Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, services or material furnished to Consultant or a subcontractor in connection with this Agreement as such claim becomes due, City may in its sole discretion pay such claim to the person furnishing the labor or material and charge the amount of the payment against funds due or to become due to Consultant under this Agreement.
- 4.2 During the course of this Agreement Consultant may have access to confidential information of City and may participate in confidential discussions with City. Consultant shall not disclose confidential City information to any third party during the term of this Agreement or after its termination except as required by a court of competent jurisdiction or with the consent of City.

5. FEE FOR SERVICES.

- 5.1 City shall pay Consultant a maximum compensation of (select one):
- \$ _____, including expenses.
 - See Exhibit 1.
- 5.2 Consultant shall invoice City for services performed and City will remit payment in accordance with City procedures. Consultant shall not submit invoices for, and City shall not pay for any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before Consultant performs work subject to the amendment.
- 5.3 In the event that a dispute arises regarding Consultant's billing, City shall pay any amounts it agrees it owes and shall withhold payment of disputed amounts pending resolution of those disputes. Consultant shall provide any necessary documentation to support its billing to City. In all such instances, Consultant will continue to diligently and timely perform its duties under this Agreement.

6. **STANDARD OF PERFORMANCE/LIMITED WARRANTY.** Consultant warrants that its findings, recommendations, specifications or professional advice provided hereunder will be prepared and presented in accordance with the Professional, certification and licensing standards in effect at the time the Services are performed. Consultant makes no other warranty or representation, express or implied, and City accepts said limited warranty.

7. **INDEPENDENT CONTRACTOR.** Consultant, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Consultant agrees as follows:

- 7.1 Consultant will be solely responsible for payment of Federal or State taxes required as a result of this Agreement;
- 7.2 Consultant is not entitled to any benefits generally granted to City employees; Consultant is solely liable for any Workers Compensation coverage under this Agreement.

7.3 If Consultant has the assistance of other persons in the performance of this Agreement, Consultant shall qualify and remain qualified for the term of this Agreement as a direct responsibility employer under Oregon Workers' Compensation law.

8. CONSULTANT NOT AN AGENT OF CITY. It is agreed by and between the parties that Consultant is not carrying out a function on behalf of City, and City does not have the right of direction or control of the manner in which Consultant delivers services under this Agreement or exercise any control over the activities of Consultant. Consultant is not an officer, employee or agent of City as those terms are used in ORS 30.265.

8.1 This Agreement does not entitle the Consultant nor any of its Agents to any benefits generally granted to City employees. Without limitation, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Consultant shall be responsible for all federal or state taxes applicable to compensation or payment paid to Consultant under this Agreement.

9. PARTNERSHIP. City is not, by virtue of this Agreement, a partner or joint venturer with Consultant in connection with activities carried out under this Agreement, and shall have no obligation with respect to Consultant's debts or any other liabilities of each and every nature.

10. INSURANCE – requirements are detailed in Exhibit 2.

11. FAILURE TO SECURE. If Consultant at any time during the term hereof should fail to secure or maintain insurance required in Exhibit 2, City may obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid. The City may withhold the amount of such premiums from any amount otherwise due Consultant under this Agreement or any other contract Consultant may have with City.

12. INDEMNIFICATION HOLD HARMLESS. Consultant shall defend, save, hold harmless and indemnify the City and its officers, directors, agents, employees and volunteers from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Consultant or its officers, employees, contractors, or agents under this Agreement. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from a lawful termination of this Agreement or any part hereof in accordance with its terms.

13. SUBROGATION WAIVER: Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide commercial general and automotive liability insurance, Consultant shall look solely to its own insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

14. PERMITS AND LICENSES: Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and professional licenses related to the scope of services provided, including a City Business License, which may be required in connection with the performance of services hereunder. Failure to maintain all Professional licenses, required permits or Professional certificates will void this agreement in its entirety.

15. PREFERENCE FOR RECYCLED MATERIALS (ORS 279A.125). Consultant will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

16. DRUGS AND ALCOHOL. Consultant shall maintain and enforce a policy prohibiting Consultant and its employees, agents and subconsultants, if any, from dealing, possessing, or using drugs or alcohol while performing work under this Agreement.

17. CRIMINAL BACKGROUND INVESTIGATIONS. Consultant understands that Consultant is subject to periodic criminal background investigations by City and, if such investigations disclose criminal activity not disclosed by Consultant, such non-disclosure shall constitute a material breach of this Agreement and City may terminate this Agreement effective upon delivery of written notice to the Consultant, or at such later date as may be established by the City.

18. DELEGATION, SUBCONTRACTS AND ASSIGNMENT. Consultant shall not delegate or subcontract any of the work required by this Agreement or assign or transfer any of its interest in this Agreement, without the City's prior written consent.

18.1 Any delegation, subcontract, assignment, or transfer without prior written consent of City shall constitute a material breach of this Agreement.

18.2 Any such assignment or transfer, if approved, is subject to such conditions and provisions as the City may deem necessary.

18.3 No approval by the City of any assignment or transfer of interest shall be deemed to create any obligation of the City to increase rates of payment or maximum Agreement consideration.

18.4 Prior written approval shall not be required for the purchase by the Consultant of articles, supplies and services which are incidental to the provision of services under this Agreement that are necessary for the performance of the work.

18.5 Any subcontracts that the City may authorize shall contain all requirements of this Agreement, and the Consultant shall be responsible for the performance of the subcontractor.

19. NON-DISCRIMINATION. Consultant agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Consultant's performance of this Agreement. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Consultant agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

20. TERMINATION. This Agreement may be terminated as follows:

20.1. This Agreement may be terminated at any time by mutual consent of both parties.

20.2. City may, in its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

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

- 20.3.1. City funding is not obtained and continued at levels sufficient to pay for Consultant's Work. The Agreement may be modified to accommodate a reduction in funds.
- 20.3.2. If federal, state or City 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 or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 20.3.3. If any license or certificate required by law or regulation to be held by the Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 20.3.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 20.3.5 The City by written notice of default (including breach of contract) to the Consultant may terminate the whole or any part of this Agreement:
- 20.3.6 If the Consultant fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or
- 20.3.7 If the Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such longer period as the City may authorize.
- 20.3.8 If the consultant fails to maintain all Professional licenses, Professional certificates or required permits, the agreement will be voided in its entirety. Payments for valid Professional services will be assessed to determine if any payment under this agreement is required up to the date required Professional licenses, Professional certifications or permits lapse.
- 20.4. Consultant may terminate this Agreement upon 30 days' written notice to City if City fails to pay Consultant pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Consultant's notice, or such longer period of cure as Consultant may specify in the notice.
- 20.5 City expressly reserves any and all rights it has in law or equity if Consultant defaults under this Agreement and fails to cure such default in accordance with this Agreement's terms.

21. ACCESS TO RECORDS. Consultant shall maintain fiscal records and all other records pertinent to this Agreement.

- 21.1 All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for at least three years following the final payment made under this Agreement or all pending matters are closed, whichever is later. If an audit, litigation or other action involving this Agreement begins before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
- 21.2 City and its authorized representatives shall have the right to direct access to all of Consultant's books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. These records also include any records in electronic form or other electronic storage devices. City shall reimburse Consultant for Consultant's cost of preparing copies. Upon advanced notice and request to enter Consultant's premises, Consultant will cooperate and allow, the City, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, to enter upon Consultant's premises to access and inspect the books, documents, papers, electronic files

and any other records of the Consultant which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions.

- 22. OWNERSHIP OF WORK.** All work of Consultant that results from this Agreement (the "Work Product") is the exclusive property of City. City and Consultant intend that such Work Product be deemed "work made for hire" of which City shall be deemed author. If for any reason the Work Product or any part of it would not be considered a work made for hire under applicable law, Consultant irrevocably sells, assigns, and transfers to City, its successors and assigns, the entire right, title and interest in and to the Work Product, any registrations, trademarks, patents or copyrights relating to it and any renewals and extensions of same, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Work Product, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on such rights accruing to the Work Product. Consultant shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Consultant forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modification, provided that City will only use such Work Product for its intended purpose and not modify the Work Product which would be prejudicial to Consultant's honor or reputation. City shall have no rights in any pre-existing work product of Consultant provided to City by Consultant in the performance of this Agreement except to copy, use and re-use any such work product for City use only. If this Agreement is terminated prior to completion, and the City is not in default, City, in addition to any other rights provided by this Agreement, may require the Consultant to transfer and deliver all partially completed work products, reports or documentation that the Consultant has specifically developed or specifically acquired for the performance of this Agreement.
- 23. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Any trial will be to the court without a jury. CONSULTANT, BY EXECUTION OF THIS AGREEMENT, CONSENTS TO THE PERSONAL JURISDICTION OF SAID COURTS.
- 24. FORCE MAJEURE.** Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- 25. WAIVER.** City's delay in exercising, or failure to exercise any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 26. ATTORNEY FEES.** If a suit or action is filed to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney's fees.

27. SEVERABILITY. If any term or provision of this Agreement is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

28. NOTICE. Any notices required under this Agreement shall be effective when received at the following addresses:

City: 411 SW 9th Street, Redmond Oregon 97756

Consultant: _____

It is incumbent on the party sending notice to confirm the other party's receipt of the notice in writing.

29. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF REDMOND

Signature

Signature

Print

Print

Title

Title

Date

Date

ATTEST:

By:

EXHIBIT 1 – STATEMENT OF WORK AND COMPENSATION

(SAMPLE - CONSULTANT/PROFESSIONAL SERVICES CONTRACT)

STATEMENT OF WORK. Consultant shall perform the following work including Incorporated Documents.

The REQUEST FOR QUOTES, REQUEST FOR PROPOSALS, INVITATION TO BID, the INSTRUCTIONS TO BIDDERS, the signed copy of the PROPOSAL, the BID BOND, the fully executed PERFORMANCE BOND and PAYMENT BOND, the GENERAL CONDITIONS, the SUPPLEMENTARY CONDITIONS, any ADDENDA, the SPECIFICATIONS, and the PLANS, if applicable, are hereby referred to and by reference made a part of this Scope of Work, as fully and completely as if the same were fully set forth herein and are mutually cooperative there-with.

- Substitute Statement of Work (ex: request for proposal, signed proposal, quote, etc.) attached.

or

- Detailed list of duties, including time lines and document production, are as follows:

COMPENSATION. Consultant shall be compensated as follows.

- Substitute compensation document (ex: signed proposal, quote, rate sheet, etc.) attached.

or

- Maximum compensation under this contract and other relevant compensation and payment terms are as follows:

Consultant Signature

Date

EXHIBIT 2 – INSURANCE

(SAMPLE - CONSULTANT/PROFESSIONAL SERVICES CONTRACT)

The Consultant shall at all times maintain, in force, at Consultant’s expense, each insurance noted below. Insurance coverage must apply on a primary and non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a “claims made” basis must be approved and authorized by the City of Redmond.

Consultant Name: _____

Workers Compensation insurance in compliance with ORS 656.017, requiring Consultant and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Employers’ Liability Insurance with coverage limits of not less than \$500,000 must be included.
 Required by City (complete Exhibit 2.A)

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
___\$1,000,000	___\$1,000,000
___\$2,000,000	___\$2,000,000
___\$ _____	___\$ _____

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after this contract is completed.
 Required by City (include Certificate of Insurance) Not required by City

Commercial General Liability insurance with a combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
___\$1,000,000	___\$1,000,000
___\$2,000,000	___\$2,000,000
___\$4,000,000	___\$4,000,000
___\$ _____	___\$ _____

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual damages. **By separate endorsement**, the policy shall name **The City of Redmond, its agents, directors, officers, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Consultant shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the City are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis.

Required by City (include Certificate of Insurance) Not required by City
 Per Location or Project required

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence limit

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Consultant during the course of providing services under this contract. Commercial Automobile Liability is required for consultants that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a Consultant who is a sole proprietor that does not own vehicles registered to the business.

- Required by City (include Certificate of Insurance)
- Not required by City

Insurance Assigned _____

Additional Requirements: Consultant shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Consultant's insurance coverage will be primary in the event of loss.

Certificate of Insurance (COI) Required: Consultant shall furnish a current Certificate of Insurance to the City with the signed Contract. The Contractor shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Consultant to the City.

No contract shall be effective until the required certificates have been received and approved by the City of Redmond. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the City of Redmond 10 days prior to coverage expiration.

For commercial general liability coverage, the Certificate shall also provide, **by separate endorsement**, that **The City of Redmond, its agents, directors, officers, employees and volunteers are additional insureds** with respect to Consultant's services provided under this Contract. The endorsement must provide primary and non-contributory coverage. All endorsements must be in a format acceptable to The City of Redmond.

Insurance Carrier Acceptability: Insurance coverage provided to the City of Redmond by the Consultant will be in an acceptable form and underwritten by an insurance company deemed acceptable by the City of Redmond. The City of Redmond reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. The City of Redmond has the sole authority and discretion to determine the acceptability of an insurance carrier's financial rating and the form of policies and endorsements.

If requested, complete copies of the Consultant's insurance policies shall be provided to the City.

Consultant Signature

Date

EXHIBIT 2A – WORKERS’ COMPENSATION CERTIFICATION

(SAMPLE - CONSULTANT/PROFESSIONAL SERVICES CONTRACT)

I understand that in Oregon all workers (even employed family members) are subject to Workers’ Compensation, EXCEPT non-subject workers as defined in Oregon Revised Statutes (ORS) Chapter 656. Complete section A OR B.

Consultant Name: _____

SECTION A – CERTIFICATION OF COVERAGE

Consultant provides Workers’ Compensation coverage for employees performing under this contract as provided under ORS Chapter 656 with Employers’ Liability Insurance with coverage limits of not less than \$500,000.

Insurer Name _____ Policy No. _____

OR

SECTION B – CERTIFICATION OF EXEMPTION

1) I meet the criteria for non-subject worker as defined in the ORS 656.027 by subsection marked below.

SELECT ONE: For more information see: <http://www.cbs.state.or.us/wcd/communications/defin.html>.

SOLE PROPRIETOR (section (7)(a))

- Consultant is a sole proprietor, and
- Consultant has no employees, and
- Consultant shall not hire employees to perform this contract.

PARTNERSHIP (sections (8) and (23)(a))

- Consultant is a partnership, and
- Consultant has no employees, and
- All work shall be performed by the partners; Consultant shall not hire employees to perform this contract, and
- Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto. **

LIMITED LIABILITY COMPANY (sections (9) and (25)(a))

- Consultant is a limited liability company, and
- Consultant has no employees, and
- All work shall be performed by the members; Consultant shall not hire employees to perform this contract, and
- If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto. **

CORPORATION (sections (10) and (24)(a))

- * Consultant’s business is incorporated, and
- * All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- * The officers and directors shall perform all work. Consultant shall not hire other employees to perform this contract.

OTHER (please describe)

* _____

* NOTE: Under OAR436-50-050 a shareholder has a “substantial ownership” interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

** NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

2) I meet the criteria for an independent contractor as evidenced by the completion of Exhibit 4 – Independent Contractor Certification.

Consultant Signature

Date

I certify that I am an independent contractor. **Complete ALL sections.**

Consultant Name: _____

A. CONSULTANT'S BUSINESS STATUS

I certify under penalty of perjury that Consultant is authorized to do business in the State of Oregon as a:

- Corporation Limited Liability Company Partnership
- Sole Proprietor
- Other _____

B. CONSULTANT IS AN INDEPENDENT CONTRACTOR.

Consultant certifies under penalty of perjury that the following statements are true:

1. If Consultant performed labor or services as an independent Consultant last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and** _____
2. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business registered with the State of Oregon, **and** _____
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least four (4) - to establish that you are an Independent Contractor.

- The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- My business telephone listing is separate from my personal residence telephone listing.
- I perform labor or services only under written contracts.
- Each year I perform labor or services for at least two different persons or entities.
- I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

C. REPRESENTATIONS AND WARRANTIES

Consultant certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Consultant has the power and authority to enter into and perform this Contract;
2. This Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Consultant shall be performed in manner consistent with and in accordance with the professional standards of the industry and in a timely manner using the schedule, materials, plans and specifications approved by City; and
4. Consultant shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Consultant's knowledge, Consultant is not in violation of any tax laws described in ORS 305.380(4),
6. Consultant understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this Contract; and
7. Consultant has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts, pursuant to ORS 279A.110.

Consultant Signature

Date