

REQUEST FOR PROPOSALS FOR
MEMBER FOCUSED
COMMUNICATIONS STRATEGY
LEAGUE OF OREGON CITIES

PROPOSAL DUE DATE AND TIME

October 14, 2023 (3:00 PM, PST)

ELECTRONIC SUBMITTAL ADDRESS

RFP@orcities.org

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1 INTRODUCTION AND BACKGROUND

1.1 Introduction

The League of Oregon Cities (LOC) is seeking proposals for a Member Focused Communications Strategy, implemented as part of the organization's [2022-27 Strategic Plan](#). The LOC will be contracting with a professional company that specializes in strategic communications and messaging, and this project will help the LOC evaluate current practices, potential capacity, and needs.

The Member Focused Communications Strategy will enhance awareness of the LOC's services by its member cities and identify opportunities for the LOC and its members to:

- a. Tell the story of the LOC's impact on Oregon cities; and
- b. Identify actions to help the organization better share and communicate information directly with members, key stakeholders, and interested parties.

The LOC serves a statewide membership of 241 cities which are located in densely populated urban regions, as well as more sparsely populated rural areas. As such, these cities possess a broad and diverse range of communication styles and capabilities. Additionally, in its service to 241 cities, the LOC, as a statewide organization, finds it necessary and essential to partner with other stakeholders and interested partners, including state agencies, other member-focused organizations, nonprofits, lobbyists, and the media.

By engaging a consultant, the LOC is seeking a critical analysis of its existing communication strategies that will help the organization better understand its strengths and weaknesses regarding member communications, and ultimately evolve and maximize the LOC's existing resources for optimal return on investment. Through this Request for Proposals ("RFP") process and the LOC's work with a consultant, the organization expects to improve its understanding of the scope of work the LOC should consider, as well as the budget appropriate to support its needs.

The successful applicant's proposal will consider the unique needs and capabilities of the LOC's diverse membership, the partners and interested parties it regularly collaborates with, and ultimately demonstrate how the LOC can realize maximum return on investment by leveraging and enhancing existing resources while also evolving and expanding future communication efforts.

Qualified firms with experience providing these services are invited to submit proposals. The LOC will award a contract to the firm that best meets the needs and requirements described in this RFP, except that the LOC reserves the right to cancel this procurement, reject any and all proposals received, or negotiate separately with any source and in any manner necessary to serve the best interests of the LOC.

1.2 Background

In 2022, the LOC Board of Directors contracted with an outside consulting firm to develop and adopt its 2022-27 Strategic Plan. The final plan contains four main imperatives, including: “Optimizing the LOC’s reputation and impact through improved communication and storytelling.”

To achieve this imperative, at a minimum, the LOC must meet the following two objectives:

- a. Increase member sentiment and satisfaction using a 2022 baseline, the baseline can be shared with any person or company interested in providing a response to this RFP; and
- b. Realize a year-over-year increase in the LOC owned media and communication channel engagement.

In addition to the mandatory requirements of the 2022-27 Strategic Plan, the LOC is also generally interested in modernizing and improving its communication strategies to meet the needs of current and incoming members and any external partners.

The LOC is open to creative and innovative ideas that will allow it to stand apart from other similarly situated organizations while still providing relevant and needed content. While the LOC is a governmental organization who provides services to other governmental entities, it is open to exploring ways to take its communication strategies and style out of the traditional government model.

1.3 Current LOC Communications Program

The LOC Communications Department has specific responsibilities in the following areas:

- a. **Marketing** – [LOC services](#) and [events](#);
- b. **Member & Stakeholder Communications** – [Weekly e-newsletter](#); quarterly [magazine](#); [Zoom webinars](#); [Facebook](#); [Twitter](#) ; and HTML email;
- c. **Media Relations** – News releases throughout the year;
- d. **Web Site** – Content development, design, and maintenance;
- e. **Social Media** – Facebook (LeagueOfOregonCities), Twitter (@OregonCities), and LinkedIn (league-of-oregon-cities);
- f. **Special Publications** – Legal, research, training, and advocacy; and
- g. **Events** – Promoting and supporting the LOC’s two main [conferences](#), as well as advocacy and training events.

The LOC currently employs two communications professionals. The Communications Department is led by the Communications & Business Development Director, who oversees all department functions. In addition, the Communications Manager has daily responsibilities that include the LOC website, social media, graphic design, and administrative support.

2 GENERAL

2.1 Schedule of Events

Event	Deadline (must be received by)
Request for Proposals issued	July 31, 2023
Deadline for Proposer’s written questions and requests	September 30, 2023
Deadline for proposals	October 14, 2023, 3:00 p.m. (PST)
Opening of proposals	October 25, 2023, 2:00 p.m. (PST)
Notification of finalists, if needed	October 27, 2023
Interview of finalists, if needed	November 27 – November 28, 2023
Notice of intent to award issued	December 1, 2023
Contract signed	December 8, 2023

The Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

2.2 Proposal Deadline

Sealed proposals will be accepted until 3:00 p.m., Pacific Standard Time, October 14, 2023. Proposals must be submitted electronically. Electronic proposals must be sent in an e-mail to RFP@orcities.org. All proposals received after the date and time indicated above will not be opened or considered.

2.3 Pre-Proposal Conference

A Pre-Proposal Conference will not be held.

2.4 Administrative Contact

Name: Kevin Toon
Title: Communications and Business Development Director
Telephone: 971-428-7269
E-Mail: RFP@orcities.org

2.5 Right to Retain

The LOC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by

the proposer of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the LOC and the proposer selected.

2.6 Cost of Preparing Proposal

This RFP does not commit the LOC to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

2.7 Definitions

As used in this Request for Proposals, the terms set forth below are defined as follows:

2.7.1 “Addenda” means an addition to, deletion from, a material change in, or general interest explanation of the request for proposals.

2.7.2 “Exhibits” means those documents which are attached to and incorporated as part of the request for proposals.

2.7.3 “Proposal” means a response to a request for proposals.

2.7.4 “Proposer” means a person that submits a proposal in response to a request for proposals.

2.7.5 “Proposal Due Date and Time” means the date and time specified in the request for proposals as the deadline for submitting proposals.

2.7.6 “Request for Proposal” (RFP) means a solicitation document used for soliciting proposals.

2.7.7 “Responsive” means a proposal that has substantially complied with all material respects with the criteria outlined in the request for proposals.

2.7.8 “Written or Writing” means letters, characters and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type or other method of impression.

3 SCOPE OF WORK

3.1 Sample Contract

A sample contract containing contractual terms and conditions is included as Exhibit A.

3.2 Statement of Work and Final Deliverables

Proposer will provide the following in their submitted proposals:

- 3.2.1 Detailed description of a kickoff meeting. The purpose of this kickoff meeting will be to complete the following: confirm expectations, confirm deliverables, confirm relevant timelines, and confirm the availability of information that is needed by the Proposer.
- 3.2.2 Overview or outline of stakeholder interviews to include, at a minimum, the following: board members, city officials, staff, etc.
- 3.2.3 Evaluation and critical analysis of current LOC communication tools, functions, and deliverables. This should include, but not be limited to, the following: strengths and weaknesses; areas where growth and expanded creativity are needed; and comparisons with similar organizations.
- 3.2.4 Development of written report that includes the following items:
 - a. Identification of what is working successfully;
 - b. Recommendations for needed changes;
 - c. Assessment of organizational capacity for implementation; and
 - d. Cost estimates.
- 3.2.5 Provide as final deliverables the following:
 - a. Written report and implementation plan; and
 - b. Materials and exhibits for presentation to the LOC.

4 GENERAL REQUIREMENTS

Proposer is required to comply with the provisions of the LOC's Contracting Policy included as Exhibit B. The contents of the proposal of the successful proposer(s) will become the contractual obligation if a contract ensues. Failure of the successful proposer(s) to accept these obligations may result in cancellation of the award. The selected proposer(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the proposer will notify the LOC of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

5 REQUIRED SUBMITTALS

5.1 Quantity of Proposals

Submit one (1) electronic proposal via the method detailed in Section 6 below titled SUBMISSION. The Proposal should contain the original signatures on any pages where a signature is required (because electronic submissions are required, either electronic signatures or

scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.2 Required Submittals

It is the proposer's sole responsibility to submit information in fulfillment of the requirements of the RFP. If submittals are not substantially compliant in all material respects with the criteria outlines in the RFP, it will cause the proposal to be deemed non-responsive.

5.2.1 Title Page

Proposer should identify the RFP subject, name of the individual or firm, local address, telephone number, fax number, name and title of contact person, date of submission and period for which the proposal is effective (non-rescindable).

5.2.2 Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

5.2.3 Transmittal Letter

The transmittal letter should not be more than two pages long and should include at a minimum the following:

- a. A brief statement of the proposer's understanding of the objective of the services to be performed;
- b. A positive commitment to perform the services within the time period specified; and
- c. The names of persons authorized to represent the proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

5.2.4 General Information

- a. Name of proposer (individual or firm);
- b. Address;
- c. Federal Employer Identification Number;
- d. Length of time in business;
- e. Whether proposer is local, regional, or national;
- f. Location of the office from which the work is to be done;

- g. If the proposer is a firm, provide description of the organization, size, structure, and office location(s). Identification of principal supervisory and managerial staff assigned. Provide description of proposer's experience, including the names, addresses, contact persons, telephone number and website of at least three clients, preferably including clients similar to the LOC or local government entities. Experience should include the following categories: (1) nonprofit organizations and/or (2) municipal clients;
- h. The proposer should describe the qualifications of consultants to be assigned to the contract. The description should include the following: (1) professional and education background of each consultant; (2) position in firm, years, and types of experience; and (3) overall supervision to be exercised;
- i. Prior experience of the individual consultants with respect to the required experience listed above. Only include resumes of consultants likely to be assigned to the representation. The proposed price should include information on the hourly billing rates of each consultant or other staff who is expected to work on this contract and charges for expenses, if any;
- j. Whether the individual or firm has been subject to any complaints to liability carriers, legal action, including lawsuits, administrative complaints, etc., in the past regarding contracts they have performed;
- k. Project cost;
- l. Articulate whether all duties are feasibly completed electronically and/or virtually and outline specific duties that would need to be completed in person and detail the associated costs for travel;
- m. Outline of a work plan and a related time schedule for each significant segment of the work; and
- n. Any other information that would help in the evaluation of the proposer for this contract.

5.2.5 Completed Certifications Form included at Exhibit C.

5.2.6 Completed Signature Sheet included at Exhibit D.

6 SUBMISSION

6.1 Electronic Submittals

Electronic proposals shall be in PDF format included as attachment(s) in an e-mail sent to RFP@orcities.org. The e-mail subject line should contain the phrase "Member Focused Communications Strategy Proposal." Only those proposals received at this e-mail address by the

due date and time will be considered. Do not e-mail a copy of the proposal to any other e-mail address. It is highly recommended that the proposer confirms receipt of the e-mail with the Administrative Contact noted above. The Administrative Contact may open the e-mail to confirm receipt but will not verify the integrity of the attachment(s), answer questions related to the content of the proposal or address the overall responsiveness of the proposal.

6.2 Preparation and Signature

All required submittals must be written or prepared in ink and signed by an authorized representative with authority to bind the proposer. Signature certifies that the proposer has read, fully understands, and agrees to be bound by the RFP and all exhibits and addenda to the RFP. Failure of the proposer's responsible officer to properly sign the proposal will result in no consideration being given to the proposal. Late proposals will not be accepted.

7 EVALUATION

The status of review and evaluation are as follows:

7.1 Selection and Evaluation Process

The LOC's Executive Director and appropriate staff will open all responsive proposals on October 25, 2023, at 2:00 p.m. The Executive Director and appropriate staff will then review the proposals and make the final selection. The Executive Director and/or staff may request a meeting with some qualified proposer(s) prior to final selection. Based on the number and quality of the proposals submitted, the LOC reserves the right, at its sole discretion, to make an award without interviews. Proposals will be reviewed in accordance with the following criteria:

- 7.1.1 Proposed approach to scope of work. (40 points)
- 7.1.2 Level of experience of the individuals identified to work on this matter. (30 points)
- 7.1.3 The proposer's experience with similar clients and matter. (25 points)
- 7.1.4 Response from references. (10 points)
- 7.1.5 Cost. (25 points)
- 7.1.6 Interviews, if conducted. (20 points)
- 7.1.7 Local preference. (10 points)

Results of the evaluation process will be made available to all proposers upon their request.

7.2 Proposal Validity Period

Each proposal shall be irrevocable for a period of sixty (60) days from the proposal opening date.

7.3 Competency of Proposals

To enable the LOC to evaluate the competency and financial stability of a proposer, the qualifying and accepted proposer shall, upon request, furnish such information as reasonably necessary.

7.4 Reservation in Evaluation

The LOC reserves the right to either:

- 7.4.1 Request “Best and Final Offers” from the two highest scoring proposers and award to the lowest priced, or
- 7.4.2 To re-assess the proposals and award to the proposer determined to best meet the overall needs of the LOC.

7.5 Negotiations

The LOC may commence serial negotiations with the highest ranked proposer or commence simultaneous negotiations with all responsive proposers within the competitive range. The LOC may negotiate:

- 7.5.1 The Statement of Work;
- 7.5.2 The contract price as it is affected by negotiating the Statement of Work;
- 7.5.3 The structure of any billing for hourly rates; and
- 7.5.4 Any other terms and conditions as determined by the LOC.

7.6 Investigation of References

The LOC will consider the references and past performance of any proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The LOC may postpone the award or execution of the contract after the announcement of the notice of intent to award in order to complete its investigation.

7.7 Contract Award

The contract will be awarded to the proposer who, in the LOC’s opinion, meets the requirements and qualifications of the RFP and whose proposal is in the best interest of the LOC. If a successful contract cannot be completed after award, the LOC may conclude contract negotiations, rescind its award to that proposer, and return to the most recent RFP evaluation stage to negotiate with other proposer(s) for award.

7.8 Proposal Rejections

The LOC reserves the right to:

- 7.8.1 Reject any or all proposals not in compliance with all public procedures and requirements;
- 7.8.2 Reject any proposal(s) not meeting the specifications set forth herein;
- 7.8.3 Waive any and all irregularities in proposals submitted;
- 7.8.4 Consider the competency of proposers in making any award;
- 7.8.5 Cancel this procurement or reject all proposals in accordance with ORS 279B.100; and
- 7.8.6 Award any and all parts of any proposals.

7.9 Protests and Appeals

An affected person may protest the solicitation process or award of this contract. Protests must be submitted in writing and delivered to the Executive Director. The written protest must include a fee in the amount of \$1,000 to cover the costs of processing the protest.

- 7.9.1 All protests must include:
 - a. A description of the resulting harm to the affected person; and
 - b. Specify the relief requested.
- 7.9.2 Protest of the solicitation process must be made prior to closing and must specify all legal or factual grounds that the RFP is in violation of the LOC Contracting Policy or applicable law. The protest shall identify the specific provisions of the LOC Contracting Policy or applicable law that was violated.
- 7.9.3 Protest of the contract award must be made within seven (7) days after the issuance of the intent to award. An unsuccessful proposer may protest or otherwise object to LOC's decision to award the contract, if:
 - a. The proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest was successful; and
 - b. The reason is that:
 - i. All lower higher ranked proposals are nonresponsive;
 - ii. The LOC has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the RFP;

- iii. The LOC has abused its discretion in rejecting the protester’s proposal as nonresponsive; or
- iv. The LOC’s evaluation of the proposals or the LOC’s subsequent determination of award is otherwise in violation of the LOC Contracting Policy or applicable law. The protest shall identify the specific provision of the LOC Contracting Policy or applicable law that was violated by the LOC’s evaluation or award.

7.9.4 The Executive Director shall issue a written disposition of the protest in a timely manner. If the Executive Director upholds the protest, in whole or in part, the RFP shall be cancelled, or the contract shall not be awarded. If the Executive Director upholds the protest, in whole or in part, the LOC shall refund the fee required to be delivered with the protest.

8 INSTRUCTIONS TO PROPOSERS

8.1 Applicable Statutes and Rules

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes and Oregon Administrative Rules, as well as the LOC’s Contracting Policy.

8.2 Communications During RFP Process

In order to ensure a fair and competitive environment, direct communication between the LOC staff, other than the Administrative Contact, and any party in a position to create an unfair advantage to proposer or disadvantage to other proposers with respect to the RFP process or the award of a contract is strictly prohibited.

8.3 Questions and Requests

Any proposer requiring further clarification of the proposal procedures contained herein should submit specific questions in writing to:

Name: Kevin Toon
Title: Communications and Business Development Director
E-Mail: RFP@orcities.org

The e-mail subject line should contain the phrase “Member Focused Communications Strategy Proposal.” A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all individuals or firms in receipt of this RFP.

8.4 Addenda

Only documents issued as written addenda by the LOC serve to change the RFP in any way. No other direction received by the proposer, written or verbal, serves to change the RFP.

Exhibit A: Sample Contract / Terms and Conditions

This Contract is between the League of Oregon Cities (“LOC”) and [Contractor’s name] (“Contractor”).

WHEREAS, the LOC competitively solicited for the services in this Contract under a Request for Proposals (“RFP”) issued on July 31, 2023.

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, the LOC and Contractor agree as follows:

1 CONTRACT TERM AND TERMINATION

- 1.1 **Contract Term.** This Contract is effective on the date of the later signature below and expires one year from that date. Either the LOC entities or the Contractor will have the option to renew this Contract annually by written notice no less than 120 calendar days (about four months) prior to the contract anniversary.
- 1.2 **Termination.** Either the LOC or the Contractor may terminate this Contract upon no less than ninety (90) calendar days written notice if the other party/parties fail substantially to perform in accordance with the terms or conditions of this Contract or any supplements thereof.
- 1.3 **Contractor Breach.** In the event of a breach by the Contractor of any provisions of this contract, the LOC reserves the right to cancel and terminate this Contract forthwith upon giving written notice to the Contractor.

In the event the Contractor fails to perform the scope of work identified in the RFP or the Contractor’s failure to meet established performance standards, the LOC reserves the right to:

- 1.3.1 Reduce or withhold payment;
- 1.3.2 Require the Contractor to perform, at the Contractor’s expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- 1.3.3 Declare a default, terminating the Contract and seek damages and other available relief under the terms of this contract or other applicable law.

2 COMPLIANCE WITH APPLICABLE LAWS AND POLICIES

Contractor shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. Contractor shall comply with said

ordinances, laws, regulations and protect and indemnify the LOC, its officers and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances or regulations. Specifically, the following laws of the State of Oregon are hereby incorporated by reference into this contract: ORS 279B. Contractor also agrees to comply with ORS 656.017 or show that it is exempt under ORS 656.126.

Contractor shall secure all licenses necessary for the performance of the requested services.

3 WAIVER OF PROVISIONS

Contractor agrees that the waiver, acceptance, or failure by the LOC to enforce any provisions, terms or conditions of this Contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the LOC to thereafter enforce such provisions.

4 ACCESS TO RECORDS

Each party shall have access to the books, documents, and other records of the other party which are related to this Contract for the purpose of examination, copying and audit unless otherwise limited by law. The Contractor shall maintain such books and records for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment and termination of the contract, or until the conclusion of any audit, controversy or litigation arising out of related to this contract, whichever date is later.

5 PUBLIC RECORDS LAW NOTICE

The LOC advises Contractor that information the LOC receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311-192.478). Proprietary information, such as trade secrets, may be exempt from public inspection.

6 CONFIDENTIALITY

No reports, information, and/or data to or prepared or assembled by the parties under this Contract shall be made available to any individual or organization by either party without the prior written approval of the other party or except where required by state or federal law.

7 GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Contract must be brought in Marion County Circuit Court.

If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. **CONTRACTOR AGREES TO THE JURISDICTION OF THESE COURTS.**

8 OWNERSHIP OF PRODUCT

Any and all goods and services developed for the LOC pursuant to this Contract are intended as works made for hire. Works made for hire are the exclusive property of the LOC. Contractor hereby irrevocably assigns to the LOC all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to the work product including any and all rights of approval, restriction or limitation on use or modification.

9 REPRESENTATIONS

Contractor represents and warrants to the LOC that any and all work under this Contract shall be performed in a good workmanlike manner and in accordance with the highest professional standards. In addition, Contractor warrants employees assigned to perform service(s) under this Contract will have the required qualifications and licenses to perform their normal professional duties. Upon request Contractor will provide LOC with additional information concerning Contractor's employees' qualifications and expertise to assist the LOC in conforming with internal rules and policies. Contractor's employees will comply with all Federal and State laws and regulations.

Contractor further represents and warrants to the LOC that the Contractor has complied with the tax laws of this state and of all applicable political subdivisions of this state as required by ORS 279B.045. Contractor hereby agrees to continue to comply with the aforementioned tax laws, and any failure to do so prior to or during this Contract will constitute a default for which the LOC may terminate the Contract.

10 STATEMENT OF WORK

Contractor shall provide the LOC with the following services during the Term of this Contract:

[To be inserted at a later date.]

11 COMPENSATION

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$[TBD].

All payments to Contractor shall be remitted by mail. The LOC will not honor drafts, nor accepts goods on a side draft basis. Furthermore, the provisions of moneys due under this Contract shall not be assignable. In the event that the LOC is entitled to a cash discount,

the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite, invoices must reflect agreed upon list price and extension. All invoices shall be sent to: League of Oregon Cities, Attention: Kevin Toon, 1201 Court St., NE, Salem, OR 97301.

12 ASSIGNMENT, SUBCONTRACT, DELEGATION

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of the LOC.

13 INDEPENDENT CONTRACTOR STATUS

The services rendered under this Contract are those of an independent contractor. The LOC reserves the right to determine and modify the delivery schedule for the services and to evaluate the quality of the services. However, the LOC may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of the LOC as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of the LOC and shall not purport to make any representation, contract or commitment on behalf of the LOC.

14 INSURANCE

14.1 Contractor shall maintain in force for the duration of this Contract coverage compliant with the requirements listed below:

14.1.1 Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers."

14.1.2 Comprehensive General Liability insurance applicable to the services provided to the LOC, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this Contract.

14.1.3 Automobile Liability insurance applicable to the operation of Contractor's automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property damage, including coverage for owned, non-owned, and hired vehicles, as applicable.

14.1.4 Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without thirty (30) days' prior written notice from the Contractor or its insurer(s) to the LOC.

14.1.5 Certificates of Insurance. As evidence of the insurance coverages required by this Contract, Contractor shall provide acceptable insurance certificates to the LOC as soon as practicable upon written request by the LOC. If requested, completed copies of insurance policies, shall be provided to the LOC. Failure to maintain proper insurance shall be grounds for immediate termination of this Contract.

14.2 **Equipment and Material.** Contractor shall be responsible for any loss, damage or destruction of its own property, equipment and materials used in connection with the work.

14.3 **Subcontractors.** Contractor shall not subcontract or assign any part of the work under this Contract without the prior written approval of the LOC. Any attempted assignment of the work under this Contract without prior approval of the LOC entities shall be void.

14.4 **Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the LOC's General Counsel, or their designee.

15 **HOLD HARMLESS AND IDEMNIFICATION**

Contractor shall indemnify, defend and hold the LOC, its officers, agents and employees, harmless from any loss, claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of or in any way related to furnishing of supplies and/or services under this agreement and arising from the sole or joint negligence of Contractor, including any claim, loss or liability contributed to by the LOC's own negligence. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that the LOC may have under any statute, common law or under this Contract.

16 **LIENS, CLAIMS OR ENCUMBRANCES**

Contractor warrants and represents that all goods and materials referenced herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

17 **CONFLICT OF INTEREST**

Contractor shall disclose in its submitted response all direct or indirect actual or potential conflicts of interest it or any of its personnel may have with the LOC entities. A "direct or indirect conflict" is defined as any situation in which an individual has or may have reasonably construed to have a direct or indirect personal or financial interest in any business affairs of the LOC, whether because of a proposed contract or contract to which the LOC may be a party of may be interested or is under consideration, or whether such conflict is purely conceptual because of similarity of business interests or affairs.

No officer, agent, consultant, or employee of the LOC shall be permitted any interest in the Contract.

18 CONTRACT ALTERATIONS

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior written consent of the LOC.

19 ORDER OF PRECEDENT

In the event of ambiguity, preference shall be in this order: Statement of Work, Contract Terms and Conditions, the solicitation document, then the proposal document. For discrepancies between this Contract and the LOC Contracting Policy, preference shall be given to the LOC policy.

20 NON-DISCRIMINATION CLAUSE

Contractor agrees not to discriminate against any client, employee or applicant for employment for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation, veterans status or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the LOC, unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts is unlikely.

21 RECYCLED PRODUCTS

Contractor will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

22 SEXUAL HARASSMENT POLICY

The LOC prohibits sexual harassment. Contractor and Contractor's employees, agents and subcontractors are prohibited from engaging in sexual harassment.

23 USE OF TOBACCO PRODUCTS

Smoking and other use of tobacco products and electronic cigarettes is prohibited inside all LOC buildings.

24 NOTICE

A party giving or making any notice, request, demand or other communication pursuant

to this Contract shall give notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed given by any other means, when delivered at the address specified in this section.

LOC Contract Administrator

Kevin Toon, Communications and Business Development Director

1201 Court St. NE, Suite 200

Salem, OR 97301-4194

Telephone: 971-428-7269

E-Mail: ktoon@orcities.org

Contractor Contract Administrator

[Name]

[Title]

[Address]

[City, State Zip]

Telephone: []

Fax: []

E-Mail []

Exhibit B: LOC's Contracting Policy

**LEAGUE OF OREGON CITIES
CONTRACTING POLICY**

Adopted by the Board of Directors on September 22, 2010
Amended by the Board of Directors on June 15, 2012
Amended by the Board of Directors on September 26, 2018
Amended by the Board of Directors on September 25, 2019

1 GENERAL PROVISIONS

1. Contracting Policy.

- A. Purpose of Contracting Policy. It is the policy of the League of Oregon Cities in adopting this Contracting Policy to utilize public contracting practices and methods that maximize the efficient use of League resources and the purchasing power of League funds by:
1. Promoting impartial and open competition;
 2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 3. Taking full advantage of evolving procurement methods that suit the contracting needs of the League as they emerge within various industries.
- B. Interpretation of Contracting Policy. In furtherance of the purpose set forth in Section 1(A), it is the League's intent that to the extent reasonably practical and/or required by law, this Contracting Policy be interpreted in accordance with ORS Chapters 279A, 279B and 279C (the Public Contracting Code) and that this Policy authorizes the full use of all contracting powers and authorities available to the League.

2. Definitions. Unless the context or specifically applicable definition otherwise requires, the following terms shall mean:

- A. "Administering agency means the contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.
- B. "Affected person" or "affected offeror means a person whose ability to participate in a procurement is adversely impaired by a League decision.
- C. "Architectural, engineering and land surveying services" means professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or in combination, as appropriate within the context of a section.
- D. "Award" means the decision to enter into a contract with a specific offeror.
- E. "Bid" means a response to an invitation to bid.
- F. "Bidder" means a person who submits a bid in response to an invitation to bid.
- G. "Closing" means the date and time announced in a solicitation document as the deadline for submitting offers.

- H. "Competitive range" means the number of proposers with whom the League will, or the minimum score required of a proposal for the League to, conduct discussions or negotiations.
- I. "Contract" means a public contract.
- J. "Contractor" means the person who enters into a contract with the League.
- K. "Contract price" means, as the context requires: (1) The maximum payment that the League will make under a contract if the contractor fully performs under the contract, including bonuses, incentives, and contingency amounts; (2) The maximum not-to-exceed payment specified in the contract; or (3) The unit prices set forth in the contract.
- L. "Contracting agency" means a public body authorized by law to conduct a procurement.
- M. "Cooperative procurement" means a procurement conducted by, or on behalf of, one or more contracting agencies.
- N. "Days" means calendar days.
- O. "Emergency" means circumstances that: (1) Could not have been reasonably foreseen; (2) Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and (3) Require prompt execution of a contract or contract amendment in order to remedy the circumstances.
- P. "Executive Director" means the Executive Director of the League or the Executive Director's designee.
- Q. "Findings" means the justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to: (1) Operational, budget, and financial data; (2) Public benefits; (3) Value engineering; (4) Specialized expertise; (5) Market conditions; (6) Technical complexity; and (7) Funding sources.
- R. "Goods and services" or "goods or services" means supplies, equipment, materials, and services, other than personal services, and any personal property, including any tangible, intangible, and intellectual property and rights and licenses in relation thereto. "Goods and services" or "goods or services" includes combinations of any of the items identified in this definition.
- S. "Grant" means an agreement under which: (1) The League receives money, property or other assistance, including but not limited to federal assistance

that is characterized as a grant by federal law or regulations, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets; (2) The assistance received by the League is from a grantor for the purpose of supporting or stimulating a program or activity of the League; and (3) No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions. "Grant" also means an agreement under which: (1) The League provides money, property or other assistance, including but not limited to federal assistance that is characterized as a grant by federal law or regulations, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets; (2) The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and (3) No substantial involvement by the League is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.

- T. "League" means the League of Oregon Cities.
- U. "Offer" means a bid, proposal, quote, or other response to a solicitation document.
- V. "Offeror" means a person who submits an offer.
- W. "Opening" means the date, time, and place announced in the solicitation document for the public opening of written sealed offers.
- X. "Original contract" means the initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- Y. "Participating agency" or "purchasing agency" means an agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
- Z. "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.
- AA. "Personal services" are services, other than professional services, that require specialized skill, knowledge, and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment. Qualifications and performance history, expertise, knowledge and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary. Personal services contracts include, but are not limited to, the following classes of contracts:
 - 1. Contracts for services performed in a professional capacity including, but

not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;

2. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the League is or may become interested;
3. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
4. Contracts for services that are specialized, creative or research-oriented;
5. Contracts for services as a consultant.

BB. "Price agreement" means a contract for the procurement of goods or services at a set price which has: (1) No guarantee of a minimum or maximum purchase; or (2) An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.

CC. "Procurement" means the act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. "Procurement" includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.

DD. "Product sample" means a representative specimen of an item offered by the offeror in response to a solicitation document. Unless otherwise provided in the solicitation document, the product sample shall be the exact product or a representative portion of that product offered by the offeror.

EE. "Professional services" means architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.

FF. "Proposal" means a response to a request for proposals.

GG. "Proposer" means a person that submits a proposal in response to a request for proposals.

HH. "Provider" means, as the context requires, a supplier of goods or services, personal services, or professional services.

II. "Public contract" means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the League of personal property, goods or services,

including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public contract" does not include grants.

- JJ. "Public contracting" means procurement activities relating to obtaining, modifying or administering contracts or price agreements.
- KK. "Public Contracting Code" means ORS Chapters 279A, 279B, and 279C.
- LL. "Public improvement" means a project for construction, reconstruction, or major renovation on real property by or for the League. "Public improvement" does not include projects for which no funds of the League are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.
- MM. "Public improvement contract" means a contract for a public improvement, but does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.
- NN. "Related services" means personal services, other than architectural, engineering and land surveying services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to, landscape architectural services, facilities planning services, energy planning services, space planning services, environmental impact studies, hazardous substances or hazardous waste or toxic substances testing services, wetland delineation studies, wetland mitigation studies, Native American studies, historical research services, endangered species studies, rare plant studies, biological services, archaeological services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representative services or land-use planning services.
- OO. "Request for proposals" means a solicitation document used for soliciting proposals.
- PP. "Request for qualifications" means a written document issued by the League describing particular services, to which potential contractors respond with a description of their experience and qualifications that

results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the League.

- QQ. "Revenue generating agreements" means contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.
- RR. "Scope" means the range and attributes of the goods or services described in a procurement document.
- SS. "Signed" or "signature" means any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the intent to be bound.
- TT. "Solicitation" means, as the context requires: (1) A request for the purpose of soliciting offers, including an invitation to bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents; (2) The process of notifying prospective offerors of a request for offers; or (3) The solicitation document.
- UU. "Work" means the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.
- VV. "Written" or "in writing" means conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, and includes electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

3. Application of the Attorney General's Model Rules of Procedure for Public Contracting, Exceptions to This Policy.

- A. Pursuant to ORS 279A.065(6), the League has elected to establish its own Policy for public contracting. Except as provided herein, the Attorney General's Model Rules of Procedure for Public Contracting, OAR 137-46-0100 through OAR 137-49-0910, do not apply to the League.
- B. This Contracting Policy does not apply to:
1. Contracts or agreements to which the Public Contracting Code does not apply;
 2. Contracts, intergovernmental, and interstate agreements entered into pursuant to ORS Chapter 190;
 3. Grants;

4. Acquisitions or disposals of real property or interests in real property;
5. Procurements from an Oregon Corrections Enterprises program;
6. Contracts, agreements or other documents entered into, issued or established in connection with:
 - a. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - b. The making of program loans and similar extensions or advances of funds, aid or assistance by the League to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - c. The investment of funds by the League as authorized by law; or
 - d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the Executive Director;
7. Contracts for employee benefit plans as provided in ORS 243.105(1), 243.125 (4), 243.221, 243.275, 243.291, 243.303 and 243.565.
8. Contracts with newspapers and other publications for the placement of advertisements or public notices;
9. Contracts for items where the price is regulated and available from a single source or limited number of sources;
10. Insurance contracts;
11. Revenue generating agreements;
12. Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this Policy, or require additional conditions in public contracts not authorized by the Public Contracting Code or this Policy.

4. Local Contract Review Board; Delegation of Powers and Duties.

- A. Pursuant to ORS 279A.060, the League's Board of Directors is the Local Contract Review Board for the League. The Local Contract Review Board hereby delegates to the Executive Director all authority granted and duties conferred upon the Local Contract Review Board by the Public Contracting Code and this Policy.
- B. In accordance with the Bylaws of the League, unless such contracts are required by law to be approved by the Board, the Executive Director shall be the purchasing manager for the League and is hereby authorized to award all League contracts for which there is an appropriation. Subject to the provisions of this Policy, the Executive Director may adopt and amend all rules, regulations, procedures, and forms as convenient for the League's contracting needs.
- C. When adopting public contracting rules, regulations, procedures and forms, the Executive Director shall establish practices and procedures that:
 - 1. Do not encourage favoritism or substantially diminish competition;
 - 2. Allow the League to take advantage of the cost-saving benefits of alternative contracting methods and practices;
 - 3. Give preference to goods and services that have been manufactured or produced in the State of Oregon if price, fitness, availability, and quality are otherwise equal; and
 - 4. Give preference to goods that are certified to be made from recycled products when such goods are available, can be substituted for non-recycled products without a loss in quality, and the cost of goods made from recycled products is not significantly more than the cost of goods made from non-recycled products.
- D. Any of the responsibilities or authorities of the Executive Director under this Policy may be delegated by the Executive Director by written directive.

5. Public Notice. Unless otherwise specifically provided by this Policy, any notice required to be published by this Policy may be published using any method the Executive Director deems appropriate, including, but not limited to, mailing notice to persons that have requested notice in writing, placing notice on the League's website or publishing in statewide trade or local publications.

6. Procedure for Competitive Verbal Quotes and Proposals. Where allowed by this Policy, solicitations by competitive verbal quotes and proposals shall

be based on a description of the quantity of goods or services to be provided and may be solicited and received by phone, or facsimile or e-mail if authorized by the Executive Director. A good faith effort shall be made to contact at least three potential providers. If three potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented as part of the procurement file.

7. Procedure for Informal Written Solicitations.

- A. When allowed by this Policy, informal written solicitations shall be made by a solicitation document sent to at least three prospective providers. The solicitation document shall request competitive price quotes or competitive proposals, and include:
1. The date, time, and place that price quotes or proposals are due;
 2. A description or quantity of the good or service required;
 3. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid, and binding on the offeror. If no time is stated in the solicitation document, the period shall be 30 days;
 4. Any required contract terms or conditions; and
 5. Any required bid form or proposal format.
- B. Price quotes or proposals shall be received by the Executive Director at the date, time and place established in the solicitation document. The Executive Director shall keep a written record of the sources of the quotes or proposals. If three quotes or proposals are not reasonably available, fewer will suffice, but the Executive Director shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

8. Preferences. When awarding contracts for goods and services, the League will follow the Attorney General's Model Rules of Procedure for Public Contracting for granting a preference for Oregon goods and services (OAR 137-046-0300) and recycled materials (OAR 137-046-0320).

9. Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The Executive Director may make a retroactive approval of a contract only if the responsible staff person submits a copy of the proposed contract to the Executive Director, along with a written request for retroactive contract approval, that contains: (1) An explanation of why work was commenced before the contract was finally awarded or executed; (2) A description of steps being taken to prevent similar occurrences in the future; (3)

Evidence that, but for the failure to finally award or execute the contract, the responsible staff person complied with all other steps required to properly select a contractor and negotiate the contract; (4) A proposed form of contract.

10. Procurement Methods for Professional Services and Public Improvements.

The League will apply the Public Contracting Code and the Attorney General's Model Rules of Procedure for Public Contracting when procuring professional services and public improvements and processing protests thereof.

2 SOURCE SELECTION METHODS FOR GOODS OR SERVICES

1. Small Procurements.

- A. Generally. Contracts for goods or services with a contract price of \$20,000 or less are small procurements.
- B. Purchases Up To \$15,000. The Executive Director may use any procurement method the Executive Director deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than \$15,000.
- C. Purchases Between \$15,000 and \$20,000. The Executive Director may use competitive verbal quotes or proposals or informal written solicitations for small procurements of goods or services with a contract price between \$15,000 and \$20,000.
- D. Negotiations. The Executive Director may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the League.
- E. Award. If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal or informal written proposal the Executive Director determines will best serve the interests of the League, considering price as well as any other relevant considerations, including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, contractor responsibility, and past performance with the League.
- F. Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent of the original contract price.
- G. Public Notice. No public notice of a small procurement is required.

2. Intermediate Procurements.

- A. Generally. Contracts for goods or services with a contract price greater than

\$20,000 and less than or equal to \$150,000 are intermediate procurements. Intermediate procurements shall be made by informal written solicitation.

- B. Negotiations. The Executive Director may negotiate with an offeror to clarify an informal written solicitation or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the League.
- C. Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the Executive Director determines will best serve the interests of the League, taking into account price as well as any other relevant considerations, including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, contractor responsibility, and past performance with the League.
- D. Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than ten percent of the original contract price.
- E. Public Notice. Public notice is required for intermediate procurements with a contract price equal to or exceeding \$50,000.

3. Large Procurements. In awarding contracts for goods and services with a contract price greater than \$150,000, the Executive Director may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060. When using either competitive sealed bidding, or competitive sealed proposals, the Executive Director shall follow the applicable procedures set out in the Attorney General's Model Rules. The League will apply the applicable procedures set out in the Attorney General's Model Rules for processing protests of Large Procurements.

3 PERSONAL SERVICES CONTRACTS

1. Classification of Services as Personal Services.

- A. In addition to the classes of personal services contracts identified in the definition of Personal Services contracts, the Executive Director may classify additional specific types of services as personal services. In determining whether a service is a personal service, the Executive Director shall consider:
 - 1. Whether the work requires specialized skills, knowledge, and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
 - 2. Whether the League intends to rely on the contractor's

specialized skills, knowledge, and expertise to accomplish the work; and

3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the League's needs and result in obtaining satisfactory contract performance and optimal value.
- B. A service shall not be classified as personal services for the purposes of this Policy if:
1. The work has traditionally been performed by contractors selected primarily on the basis of price; or
 2. The services do not require specialized skills, knowledge, and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

2. Requests for Qualifications.

- A. At the Executive Director's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for direct negotiation, informal written solicitations or requests for proposals.
- B. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance. A request for qualifications may require information including, but not limited to, the contractor's particular capability to perform the required personal services; the number of experienced personnel available to perform the required personal services; the specific qualifications and experience of personnel; a list of similar personal services the contractor has completed; references concerning past performance; and any other information necessary to evaluate the contractor's qualifications.
- C. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time, and place of the meeting.
- D. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.

3. Direct Negotiations.

- A. Personal services may be procured through direct negotiations if:
 - 1. The contract price is less than \$100,000 and the work is within a budgetary appropriation or approved by the Board; or
 - 2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the League may have an interest; or
 - 3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
- B. Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
- C. Public Notice. No public notice of personal services contracts procured by direct negotiations is required.

4. Informal Written Solicitations.

- A. Generally. An informal written solicitation process may be used for personal services when the contract price is less than \$150,000. The procedures found in this section are in addition to the procedures found in General Provisions, Section 7.
- B. An informal written solicitation shall solicit proposals from at least three qualified providers. If the Executive Director determines three qualified providers are not reasonably available, fewer will suffice, if the reasons three providers are not reasonably available are documented in the procurement file.
- C. The solicitation document shall include:
 - 1. The date, time, and place that proposals are due;
 - 2. A description of personal services sought, or the project to be undertaken;
 - 3. A statement of the period for which proposals must remain firm, irrevocable, valid, and binding on the offeror. If no time is stated in

the solicitation document, the period shall be 30 days;

4. Any required contract terms or conditions; and
 5. Any required bid form or proposal format.
- D. Selection and ranking of proposals may be based on the following criteria:
1. Particular capability to perform the personal services required;
 2. Experienced staff available to perform the personal services required, including the proposer's recent, current, and projected workloads;
 3. Performance history;
 4. Approach and philosophy used in providing personal services;
 5. Fees or costs;
 6. Geographic proximity to the project or the area where the services are to be performed; and
 7. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.
- E. The Executive Director shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.
- F. Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frame needed to complete the work.
- G. Public Notice. No public notice of personal services contract procured by informal written solicitations pursuant to this section is required.

5. Requests for Proposals.

- A. Generally. A request for proposals shall be used to procure personal services when the contract price is \$150,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the League.

- B. Request for Proposal. The request for proposal shall include:
1. Notice of any pre-offer conference, including:
 - a. The time, date, and location;
 - b. Whether attendance at the pre-offer conference is mandatory or voluntary; and
 - c. A provision that statements made by representatives of the League at the pre-offer conference are not binding unless confirmed by written addendum.
 2. The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received, and any other special information, *i.e.*, whether proposals may be submitted by electronic means;
 3. The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;
 4. A date, time, and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;
 5. A statement that the League may cancel the procurement or reject any or all proposals;
 6. The date, time, and place of opening;
 7. The office where the request for proposals may be reviewed;
 8. A description of the personal services to be procured;
 9. The evaluation criteria;
 10. The anticipated schedule, deadlines, evaluation process, and protest process;
 11. The form and amount of any proposal security deemed reasonable and prudent by the Executive Director to protect the League's interests, if any;
 12. A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals. If more than one tier of competitive

evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;

13. If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the League will determine the number of contracts to be awarded, or that the manner will be left to the League's discretion at time of award;
 14. If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;
 15. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
 16. Any terms and conditions authorized for negotiation.
- C. **Public Notice.** The Executive Director shall provide public notice of a request for proposals for personal services. Public notice shall be given at least twenty-one days prior to closing of the request for proposals, unless the Executive Director determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition. The Executive Director shall document the specific reasons for shorter public notice period in the procurement file.
- D. **Amendments.** Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

4. ALTERNATIVE SOURCE SELECTION METHODS FOR GOODS OR SERVICES, AND PERSONAL SERVICES

1. Sole-Source Procurements.

- A. **Generally.** A contract may be awarded as a sole-source procurement without competition pursuant to this section.
- B. **Determination of Sole Source.** Before a sole-source contract may be awarded, the Executive Director must make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following

criteria:

1. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;
 2. The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;
 3. The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or
 4. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.
- C. Negotiations. To the extent reasonably practical, contract terms advantageous to the League shall be negotiated with the sole source provider.
- D. Notice. The Executive Director shall post notice of any determination that the sole source selection method will be used on the League website, at least ten days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.

2. Special Procurements.

- A. Generally. In its capacity as Contract Review Board for the League, the Board of Directors upon its own initiative, or upon request of the Executive Director, may create special selection, evaluation, and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.
- B. Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the Board that contains the following:
1. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 2. The estimated contract price or cost of the project, if relevant;

3. Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
4. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;
5. A description of the proposed alternative contracting methods to be employed; and
6. The estimated date by which it would be necessary to award the contract(s).

In making a determination regarding a special selection method, the Board may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

C. Hearing.

1. The League shall approve the special solicitation or exemption after a public hearing before the Board.
2. At the public hearing, the League shall offer an opportunity for any interested party to appear and present comment.
3. The Board will consider the findings and may approve the exemption as proposed or as modified by the Board after providing an opportunity for public comment.

3. Contracts - Subject to Award at Executive Director's Discretion. The following classes of contracts may be awarded in any manner that the Executive Director deems appropriate to the League's needs, including by direct appointment or purchase. Except where otherwise provided the Executive Director shall make a record of the method of award.

- A. Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the Public Contracting Code.
- B. Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright including, but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.

- C. Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
- D. Government Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
- E. Insurance. Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145.
- F. Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the League.
- G. Specialty Goods for Resale. Contracts for the purchase of specialty goods by the League for resale to consumers.
- H. Sponsor Agreements. Sponsorship agreements, under which the League receives a gift or donation in exchange for recognition of the donor.
- I. Structures. Contracts for the disposal of structures located on League-owned property
- J. Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
- K. Temporary Extensions or Renewals. Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
- L. Temporary Use of League-Owned Property. The League may negotiate and enter into a license, permit or other contract for the temporary use of League-owned property without using a competitive selection process if:
 - 1. The contract results from an unsolicited proposal to the League based on the unique attributes of the property or the unique needs of the proposer;
 - 2. The proposed use of the property is consistent with the League's use of the property and the public interest; and
 - 3. The League reserves the right to terminate the contract without

penalty, in the event that the League determines that the contract is no longer consistent with the League's present or planned use of the property or the public interest.

- M. **Used Property.** The Executive Director may contract for the purchase of used property by negotiation if such property is suitable for the League's needs and can be purchased for a lower cost than substantially similar new property. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the League. The Executive Director shall record the findings that support the purchase.
- N. **Utilities.** Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.
- O. **Conference/Meeting Room Contracts.** Contracts entered into for meeting room rental, hotel rooms, food and beverage, incidental costs related to the League's annual conference, and League sponsored workshops and trainings.

4. Emergency Procurements.

- A. **In General.** When the Executive Director determines that immediate execution of a contract within the Executive Director's authority is necessary to prevent substantial damage or injury to persons or property, the Executive Director may execute the contract without competitive selection and award or Board approval, but, where time permits, competitive quotes should be sought from at least three providers.
- B. **Reporting.** When the Executive Director enters into an emergency contract, the Executive Director shall, as soon as possible, in light of the emergency circumstances, (1) Document the nature of the emergency; the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the League and the public, and (2) Notify the Board of the facts and circumstances surrounding the emergency execution of the contract.

5. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code.

5. SURPLUS PROPERTY

1. **General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the Executive Director that the method of disposal is in the best interests of the League. Factors that may be considered by the Executive Director include, but are not limited to, costs of sale, administrative costs, and public benefits to the League. The Executive Director shall maintain a record of the reasons for the disposal method selected and the manner of disposal, including the name of the person to whom the surplus property was transferred.
 - A. Governments. By transfer or sale to another Government department or public agency, without competition.
 - B. Auction. By publicly advertised auction to the highest bidder.
 - C. Bids. By public advertised invitation to bid.
 - D. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this Policy for the award of personal services contracts.
 - E. Fixed Price Sale. The Executive Director may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
 - F. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
 - G. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
2. **Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$500, or for which the costs of a sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.
3. **Disposal of Computing Devices.** Computing devices (computers, laptops, tablets, surfaces, and other similar devices) that were purchased with LOC funds or grant funds, donated to LOC, or acquired for LOC through other means are the property of

LOC and do not belong to specific individuals. LOC must manage surplus computing devices in an environmentally responsible and fiscally responsible manner that ensures safeguarding of sensitive data and licensed software.

- A. **Lifespan.** In general, computing devices have an average life of approximately four years which should be an important factor in determining whether a computing device is dispositioned for surplus.
 - B. **Risk of Access to Data and/or Licensed Software.** Used computing devices contain stored data and licensed software that are at risk of unauthorized use. These risks are related to potential violations of software license agreements; unauthorized release of information; and inadvertent release of password combinations, financial information, and other personal or sensitive information.
 - 1. All information must be rendered unreadable and unrecoverable through secure erasure or destruction before any form of disposal, recycling or reuse occurs.
 - 2. The Operations Director is required to work in conjunction with LOC's designated IT contractors to erase data and licensed software stored on LOC computing devices before their relocation, disposal, or transfer.
 - C. **Toxic Elements.** Computing devices, including monitors, CRTs, CPUs, and related components, contain toxic elements such as cobalt, lead, cadmium, and other heavy metals that are harmful to the environment when improperly disposed. Computing devices are prohibited from disposal as solid waste in landfills and as scrap metal in conventional recycling programs.
 - D. **Disposal Method.** Computing devices shall be disposed of in one of two ways:
 - 1. If the computing device is deemed worthless by the Operations Director, after consulting with LOC's designated IT contractors, the device may simply be responsibly recycled or destroyed; or
 - 2. By first posting the device on eBay for a period of 30 days. LOC will accept and transfer ownership to the highest bidder at the conclusion of the 30-day period. If no bid is received within the 30-day period, LOC will either donate or responsibly recycle the property.
4. **Personal-Use Items.** An item (or indivisible set) of specialized and personal use with a current value of less than \$100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the Executive Director.
5. **Restriction on Sale to League Employees.** League employees shall not

compete, as members of the public, for the purchase of publicly sold surplus property.

6. **Conveyance to Purchaser.** Upon the sale of surplus personal property, the League shall make, execute, and deliver, a bill of sale or similar instrument signed on behalf of the League, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

6. PROTEST AND APPEAL PROCEDURES

1. Appeal of Debarment or Prequalification Decision.

- A. **Right to Hearing.** Any affected person who has been debarred from competing for League contracts or for whom prequalification has been denied, revoked or revised may appeal the League's decision to the Executive Committee of the Board as provided in this section.
- B. **Filing of Appeal.** The affected person must file a written notice of appeal with the League's Executive Director within three business days after the affected person's receipt of notice of the determination of debarment or denial of prequalification.
- C. **Notification of Board of Directors.** Immediately upon receipt of such notice of appeal, the Executive Director shall notify the Executive Committee of the Board of the appeal.
- D. **Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
 1. Promptly upon receipt of notice of appeal, the League shall notify the affected person of the time and place of the hearing;
 2. The Executive Committee of the Board shall conduct the hearing and decide the appeal within thirty days after receiving notice of the appeal from the Executive Director; and
 3. At the hearing, the Executive Committee of the Board shall consider reconsider the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
- E. **Decision.** The Executive Committee of the Board shall set forth in writing the reasons for the decision.

- F. **Costs.** The Executive Committee of the Board may allocate the Executive Committee's costs for the hearing between the affected person and the League. The allocation shall be based upon facts found by the Executive Committee and stated in the Executive Committee's decision that, in the Executive Committee's opinion, warrant such allocation of costs. If the Executive Committee does not allocate costs, the costs shall be paid as by the affected person, if the decision is upheld, or by the League, if the decision is overturned.
- G. **Judicial Review.** The decision of the Executive Committee of the Board may be reviewed only upon a petition in the circuit court of Marion County filed within fifteen days after the date of the Executive Committee's decision.

2. Protests and Judicial Review of Special Procurements.

- A. **Generally.** An affected person may protest the request for approval of a special procurement as provided in this section.
- B. **Delivery; Late Protests.** An affected person must deliver a written protest to the Executive Director within seven days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice. The written protest must include a fee in an amount established in a schedule adopted by the Executive Director to cover the costs of processing the protest. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
- C. **Content of Protest.** The written protest shall include:
 - 1. Identification of the requested special procurement;
 - 2. A detailed statement of the legal and factual grounds for the protest;
 - 3. Evidence or documentation supporting the grounds on which the protest is based;
 - 4. A description of the resulting harm to the affected person; and
 - 5. The relief requested.
- D. **Additional Information.** The Executive Director may allow any person to respond to the protest in any manner the Executive Director deems appropriate, by giving such persons written notice of the time and manner whereby any response must be delivered.
- E. **League Response.** The Executive Director shall issue a written disposition of

the protest in a timely manner. If the Executive Director upholds the protest, in whole or in part, the Executive Director may, in the Executive Director's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement or revoke any approval of the special procurement. If the Executive Director upholds the protest, in whole or in part, the League shall refund the fee required to be delivered with the protest.

- F. **Judicial Review.** An affected person may not seek judicial review of a denial of a request for a special procurement. Before seeking judicial review of the approval of a special procurement, an affected person must exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.400.

3. Protests and Judicial Review of Sole-Source Procurements.

- A. **Generally.** An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.
- B. **Delivery; Late Protests.** An affected person must deliver a written protest to the Executive Director within seven days after the first date of public notice of a proposed sole source procurement is placed on the League's website, unless a different period is provided in the public notice. The written protest must include a fee in an amount established in a schedule adopted by the Executive Director to cover the costs of processing the protest. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
- C. **Content of Protest.** The written protest must include:
 - 1. A detailed statement of the legal and factual grounds for the protest;
 - 2. Evidence or documentation supporting the grounds on which the protest is based;
 - 3. A description of the resulting harm to the affected person; and
 - 4. The relief requested.
- D. **Additional Information.** The Executive Director may allow any person to respond to the protest in any manner the Executive Director deems appropriate by giving such person written notice of the time and manner whereby any response must be delivered.
- E. **Executive Director Response.** The Executive Director shall issue a written disposition of the protest in a timely manner. If the Executive Director upholds the protest, in whole or in part, the proposed sole-source contract shall not be

awarded. If the Executive Director upholds the protest, in whole or in part, the League shall refund the fee required to be delivered with the protest.

- F. **Judicial Review.** An affected person may not seek judicial review of an election not to make a sole-source procurement. Before seeking judicial review of the approval of a sole-source procurement, an affected person must exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.400.

4. Protests and Judicial Review of Personal Services Procurements.

- A. **Generally.** An affected person may protest the procurement of a personal services contract as provided in this section.
- B. **Delivery.** Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the Executive Director. The written protest must include a fee in an amount established in a schedule adopted by the Executive Director to cover the costs of processing the protest. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing. Protests to the award or an intent to award a personal services contract shall be made within seven days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight hours after award. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
- C. **Contents of Protest.** The written protest shall:
 - 1. Specify all legal or factual grounds for the protest as follows:
 - a. A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of this Policy or applicable law. The protest shall identify the specific provision of this Policy or applicable law that was violated.
 - b. A person may protest award or intent to award for the reason that:
 - i. All proposals ranked higher than the affected person's are non-responsive;
 - ii. The League failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
 - iii. The League abused its discretion in rejecting the affected person's proposal as non-responsive; or

- iv. The evaluation of proposals or the subsequent determination of award is otherwise in violation of this Policy or applicable law. The protest shall identify the specific provision of this Policy or applicable law that was violated by the League's evaluation or award;
 - 2. Include evidence or supporting documentation that supports the grounds on which the protest is based;
 - 3. A description of the resulting harm to the affected person; and
 - 4. The relief requested.
- D. Additional Information. The Executive Director may allow any person to respond to the protest in any manner the Executive Director deems appropriate by giving such person written notice of the time and manner whereby any response must be delivered.
- E. Executive Director Response. The Executive Director shall issue a written disposition of the protest in a timely manner. If the Executive Director upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be. If the Executive Director upholds the protest, in whole or in part, the League shall refund the fee required to be delivered with the protest.

Judicial Review. Before seeking judicial review, an affected person must exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.

- 5. **Protests of Cooperative Procurements.** Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the League only if the League is the administering agency and under the applicable procedure above.

Exhibit C: Certifications

NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation, veterans status, or age unless based upon bona fide occupational qualifications 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; and/or rendition of services. It is further understood that any proposer who is in violation of this clause shall be barred from receiving awards of any purchase order from the League of Oregon Cities (“LOC”), unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Proposer Name: _____

Address: _____

RESIDENCY CERTIFICATE

Please Check One:

_____ Resident Proposer: Proposer has paid unemployment taxes or income taxes in Oregon during the last twelve (12) calendar months immediately preceding the submission of this proposal.

-or-

_____ Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: _____

Authorized Signature: _____

Type or Print Name: _____

ADDITIONAL CERTIFICATIONS

The Proposer certifies that:

- a. The Proposer, and each person signing on behalf of any proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:

- i. The fees and rates in the proposal have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - ii. Unless otherwise required by law, the fees and rates that have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - iii. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade; and
 - iv. No Board member, or other officer, employee, or person, whose salary is payable in whole or in part from the LOC, has a direct or indirect financial interest in the proposal.
- b. The Proposer has examined all parts of this RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response, and terms and conditions.
 - c. The Proposer fully understands and submits its proposal with the specific knowledge that the proposal will be incorporated into a contract containing general terms and conditions as provided in the RFP.

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes the LOC to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the LOC whether to accept, reject or negotiate its proposal submitted pursuant thereto.

Printed Name of Proposer: _____

Authorized Signature: _____

Title: _____ Date: _____

Exhibit D: Signature Sheet

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the League of Oregon Cities (“LOC”) policies and regulations.

The undersigned, by submitting a proposal, represents that:

- i. The Proposer has read and understands the specifications and any drawings or attachments, and the proposal is made in accordance herewith.
- ii. The proposal is based upon the materials, equipment and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Request for Proposal may disqualify the proposer as being non-responsive.

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

The undersigned certifies that they have received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal. I therefore offer and make this proposal on furnishing the requested services at the prices indicated herein in fulfillment of the specifications of the LOC.

Name of Proposer _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____