

**CITY OF GRESHAM
REQUEST FOR PROPOSALS
TO PROVIDE SERVICES**

RFP No. 21-05

Diversity, Equity, and Inclusion Program

Date Due: **October 14, 2020**

Time Due: **12:00 pm**, local time

Submit electronic proposals to:

Genevieve Hauser

Assistant to the Director

Office of Governance and Management

1333 NW Eastman Parkway

Gresham, OR 97030

DEISubmission@GreshamOregon.gov

[ADVERTISEMENT]

CITY OF GRESHAM
Diversity, Equity, and Inclusion Program

REQUEST FOR PROPOSALS

RFP No. 21-05

The City of Gresham invites qualified firms or individuals to submit proposals to provide Diversity, Equity, and Inclusion Program services based upon the scope of work contained in the Request for Proposal. The intent is to select one firm to provide the requested services.

Due to the current statewide Stay Home, Save Lives Executive Order, proposals will be received via email to: DEISubmission@GreshamOregon.gov prior to Wednesday, October 14, 2020 at 12:00 pm local time. Submissions are to be sent as a single email with all required forms. Late proposals will be retained but may not be considered for evaluation. Facsimile proposals will not be accepted.

The complete Request for Proposal is on file with and may be obtained from Genevieve Hauser, City of Gresham, 1333 NW Eastman Parkway, Gresham Oregon 97030, Genevieve.Hauser@GreshamOregon.gov. Information about the Request for Proposal can also be found at the City's website <https://www.greshamoregon.gov/Purchasing/> by clicking on the "View current bids and RFPs" link under "Bids and RFP opportunities."

Published **September 23, 2020**

SECTION I

BACKGROUND AND SCOPE OF WORK

I. Introduction

I-1A Description of the Scope of Work

The City of Gresham invites qualified individuals or firms to submit proposals to provide the services described in this Request for Proposal (RFP).

The City of Gresham aims to create a sustainable, long-term Diversity, Equity, and Inclusion (DEI) program. In order to establish the program, the City is seeking subject matter expertise, guidance, and facilitation services from a qualified consultant or consulting team (proposer).

The project is divided into two contractual phases, and the City is seeking consultant feedback as to what deliverables are reasonable to achieve in certain timeframes. In this seven-month Phase I foundational contract, the City anticipates that the proposer will at minimum:

- a. Facilitate and support Gresham's Mayor and Council in aligning around DEI principles and crafting and adopting a DEI statement
- b. Ascertain what work has occurred or is already occurring at the City of Gresham to advance diversity, equity, and inclusion, and assess where a comprehensive DEI program could improve the organization's ability to attract and retain a diverse workforce, create a culture of inclusion, and serve communities of color and underserved populations.
- c. While the primary scope of these services are focused on establishing an internal City organizational DEI program, the proposer may also be called upon to assist Gresham's Mayor and Council on intersecting work that includes external stakeholders, such as facilitation of community listening sessions or development of public statements.
- d. Develop a recommended project plan and budget for Phase II, including a project proposal for selected proposer to complete the recommended scope of work.

At the completion of Phase I, the contract may be extended into Phase II, which the City anticipates would involve program design and implementation. Based on the results of the council statement and existing condition assessment (Phase I deliverables), the proposer will collaborate with staff to create a functional, sustainable structure for incorporating DEI principles into the everyday work of the City. The consultant will describe a specific process (the methods) for how the City will create and deliver on DEI goals and outcomes.

I-1B Background Information

Like many organizations, Gresham has had both successes and challenges with DEI programming to-date. Presently, the City addresses DEI in an ad-hoc manner, focusing on, for example, community engagement, pathways to employment, and urban renewal. However, a consistent citywide approach is desired. Gresham is currently operating under the leadership of an interim Mayor and interim City Manager. A new Mayor and several new City Councilors will be selected in the November election, and a new City Manager will be hired. These leaders are anticipated to begin service in January 2021.

Gresham is Oregon's fourth largest city with a population of around 110,000 residents. The City of Gresham's workforce of nearly 600 employees provides a range of services to the community including environmental services (such as water, stormwater, streets, and solid waste), police, fire, planning, community development, and parks to Gresham's residents.

I-1C Statement of the Proposer's Role and Desired Qualifications

Proposer Role

(A) Council Commitment Facilitation

The proposer will facilitate and support Gresham's Mayor and Council in achieving alignment around their commitment to DEI as a citywide priority, which will include the crafting and adoption of a DEI statement. The statement could take the form of a set of guiding principles, a resolution, and/or a description of key terms and concepts. The consultant will propose and implement a process for achieving Council alignment and creating a statement, which may involve group or individual training and coaching, a discussion of key concepts and terms with agreed upon definitions, community engagement, and/or a comparative review of other jurisdictions' statements. The expected deliverable is clear organizational policy direction about DEI that will serve as the basis for the City Manager to effectuate that policy direction throughout the organization.

(B) Existing Conditions Assessment

The proposer will ascertain what work has occurred or is already occurring at the City of Gresham to advance DEI and assess where a comprehensive DEI program could improve the organization's ability attract and retain a diverse workforce, create a culture of inclusion, and serve communities of color and underserved and underrepresented populations. The proposer should determine what they need to know about Gresham in order to effectively design a DEI Program. The

consultant will suggest focus areas for analysis which may include, but are not limited to:

- Recruiting, retaining, and supporting a diverse workforce
- Culturally competent community engagement and customer service
- City Council, Management and Staff Training
- Purchasing and Procurement services
- Building a culture of inclusion in the workplace
- Creating an 'equity lens'
- Utilizing an equity lens in the provision of City programming and policies
- Support for staff of color
- Conflict management and resilience

Desired Qualifications

Subject Matter Expertise:

- Holds demonstrated subject matter expertise in diversity, equity, and inclusion. Can define and describe common terms and concepts. Can simplify, clarify, and educate to others basic principles of human dignity.
- Demonstrated experience breaking down complex or highly sensitive information for a range of formats and audiences.
- Understands and can educate others on histories and movements of marginalized people.

Public Organization Experience:

- Demonstrated experience showing ability to work with a local government (or similar) organization that has a diverse workforce and a variety of inward and outwardly facing functions.
- Professional, collaborative, and comfortable interacting with community members and staff.
- Demonstrated experience successfully implementing DEI initiatives and programs in organizations with multiple departments/service lines.
- Demonstrated experience working with elected officials.
- Holds sensitive information and conversations confidentially.

Facilitation:

- Demonstrated experience in developing workshop curriculum and facilitating formal group discussions.
- Demonstrated ability to ensure participants are heard, achieve consensus, manage disagreement, and foster reconciliation.
- Ability to utilize active listening, cultural competency, and effective communication while working in multi-cultural and culturally specific settings.

- Ability to create agendas, capture notes and action items, organize and share materials.
- Brings conflict resolution strategies and structures for managing DEI-based disagreement and conflict.

Assessment and Analysis:

- Demonstrated experience in developing and implementing methodologies for assessing organizational development towards diversity, equity, and inclusion. Demonstrated ability to propose an assessment model.

Local Knowledge:

- Understands the specific dynamics in the Portland metro region and Oregon, including histories of displacement.

I-1D Project Goals

The goal of this project is to create a sustainable, actionable, long-term citywide DEI program. Ideally, the City’s program will take its direction from policy makers, have strong support from senior management, and meaningfully engage all service areas at the City. The project is divided into two contractual phases, and the City is seeking consultant feedback as to what deliverables are reasonable to achieve in given timeframes. The goal of *this* seven-month Phase I contract is to lay a strong foundation for the citywide program. The goals of the Phase II contract are to design and implement the program.

I-1E Definition of Project Success

Successful Council Commitment Facilitation would result in, (a) City Council understanding and alignment around DEI priorities, and (b) a statement, resolution, or set of guiding principles on equity that clarify citywide priorities and terms/definitions to guide a future DEI Program.

A successful Existing Condition Assessment will, (a) give the consultant a deep understanding of the organization’s readiness for DEI programming, and (b) result in a report clarifying to the City Manager and policymakers where the City can do more to advance diversity, equity, and inclusion, and recommended next steps for proceeding into the Phase II desired outcomes.

I-1F Estimated Project Costs

The City is seeking to establish an initial time and materials contract for this Phase I project scope with a budget not to exceed \$75,000 through June 30, 2021. Proposer will submit a specific cost schedule (see Section III-7). As part of the Phase I deliverables, proposer will develop a recommended project plan and budget for Phase II.

I-1G The Time Period for Completion of the Project

The initial project work (Phase I) is estimated to begin in December 2020 and last through June 2021 for a duration of seven months. Phase II is anticipated to begin July 2021 for an unspecified duration. If Phase I deliverables are satisfied in advance of June 30, 2021, City will work with the selected proposer to evaluate capacity to move immediately into Phase II of the project.

SECTION II PROPOSAL PROCESS

II-1 Schedule of RFP Events*

RFP Advertised	September 23
Pre-Proposal Information Session (Optional)	September 30
Proposal Due	October 14
Selection of Finalists to be interviewed**	October 21
Interviews**	October 23 & 26
Notice of Intent to Award	October 27
Contract Awarded by City Council	November 17
Contract Finalized	November 30
Commencement of Services	December 1
Completion of initial project work	June 30, 2021

*Dates are approximate and subject to change.

**The need for interviews will be determined by the City.

II-2 Pre-proposal Conference

**The City will be hosting an OPTIONAL Information Session on
Wednesday, September 30, 2020 at 4:00 pm local time.
(Please see Below for more information)**

Due to the current statewide Stay Home, Save Lives Executive Order, an information session will be held via video conference, on September 30, 2020 at 4:00 pm PST. Attendance is optional for firms planning to submit a proposal. **To receive the zoom link and confirm your attendance, please contact Genevieve Hauser (Genevieve.Hauser@GreshamOregon.gov) by 10:00 am local time on Wednesday, September 30, 2020.** The objective of the information session is to provide an informal meeting to discuss the contents of the RFP in detail and clarify any questions potential proposers may have. In addition, this information session will give proposers an opportunity to meet with key staff of the City.

To assist in the productivity of this meeting, it is requested that questions or areas of clarification be submitted, in writing, no later than 10:00 am local time on September 29, 2020 to DEI@GreshamOregon.gov. Statements made by the City are not binding upon the City unless confirmed by written addendum.

II-3 Proposal Due Date

Proposals must be received via email at: DEISubmission@GreshamOregon.gov no later than Wednesday, October 14, 2020 at 12:00 pm local time. Submissions are to be sent as a single email with all required forms. Late proposals will be retained but may not be considered for evaluation. Facsimile proposals will not be accepted.

II-4 Proposal Opening Date.

The City will not publicly open or read proposals aloud.

II-5 Solicitation Protest

A person may protest or request a change of a solicitation provision, evaluation criteria, scope of work, specification or contract term no later than seven (7) calendar days prior to the proposal due date. No protest of the selection of a consultant or award of a contract because of a solicitation provision, evaluation criteria, scope of work, specification or contract term will be considered after such time. The protest or request for change shall include the reason for the protest or change, any proposed language, and why the proposed language would benefit the City. The City shall consider the protest or request for change and may reject the protest or request for change, issue an addendum or cancel the RFP. The protest must be submitted to the Purchasing Office at the following address:

City of Gresham
Purchasing Office
1333 NW Eastman Parkway
Gresham, OR 97030

II-6 Official Contacts

Questions regarding the scope of services must be directed to the Project Manager:

Allison Don
Senior Manager
Office of Governance and Management
City of Gresham
1333 NW Eastman Parkway
Gresham, Oregon 97030
(503) 618-2618
E-Mail: DEI@GreshamOregon.gov

Proposers with questions regarding the RFP process may contact Scott Jury, Purchasing Agent, City of Gresham, Purchasing Office at (503) 618-2376.

SECTION III PROPOSAL FORM AND CONTENT

III-1 General Information

All respondents to this solicitation must submit the following minimum application materials. Application materials should be single-sided, single-spaced, 1-inch margins, with no smaller than 11-point font. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

Organize the proposal in accordance with Section III-2 through III-8.

Every effort has been made to include herein all the information necessary to prepare and submit a responsive proposal. However, in the event additional information is desired, or if you have a question about any of the information or requirements contained in this RFP, direct your questions to DEI@GreshamOregon.gov prior to Friday, October 9, 2020. All substantive questions and answers as well as formal addenda will be posted to the City web site. The City will not hold "one-on-one" meetings with any potential proposers during the evaluation process except as part of a scheduled interview or presentation process involving all or a "short list" of proposers.

III-2 Letter of Transmittal

All proposals must include a cover letter addressed to the Interim City Manager, Eric Schmidt, and signed by a duly constituted official legally authorized to bind the proposer to both its proposal and cost schedule. The cover letter may summarize the key provisions of the proposal. The cover letter must include the name, address, email address and telephone number of the proposer and the name, title, address, email address and telephone number, of the person authorized to represent the proposer and to whom the City should direct correspondence.

III-3 Project Understanding

The proposer shall include a detailed statement to demonstrate its understanding of the project, including but not limited to:

- The City's goals in pursuing the project.
- The role of the proposer.
- Key project deliverables, which are most important, and the ramifications of missing deliverables.
- Understanding of the City's proposed Phase I and Phase II approach.

III-4 Qualifications

Proposals shall include a detailed statement demonstrating the qualifications and experience of the personnel who will work directly with the City rather than describing the general experience and qualifications of the firm. The City will not consider promotional literature of a general nature. The focus should be on recent and local project experience within the last five years that is relevant to the scope of work outlined in this RFP. Include the following information:

Qualifications of the Firm

- Describe the firm's capabilities and demonstrated experience.
- List firm's demonstrated experience working with similar projects.
- Describe how the firm is legally qualified in the State of Oregon to perform the work requested.
- Provide three (3) client references for the firm for similar projects

Project Manager Qualifications

- The project manager is the person who will be assigned by the proposer to provide day-to-day management of this project.
- List the qualifications of the project manager who will work on this project. Include a description of the relevant education and training, certificates and licenses, professional background, and years of experience with work relevant to the scope of this RFP.
- Describe the experience of the project manager, particularly similar projects with government entities. Identify the project manager's specific role in relevant projects; do not include projects where the project manager had a minor or no active role. The City will only consider projects that include a client contact name and phone number.
- Provide three (3) client references who have worked with the project manager.
- If submitting a resume, only include project experience relevant to the scope of work outlined in this RFP.

Key Personnel Qualifications

- Provide information about the qualifications and experience of key personnel. (See Project Manager Qualifications)
- Describe the experience of the project manager working with the key personnel.
- Describe the experience of key personnel's roles and responsibilities on recent relevant projects.

Subcontractor Qualification

If a subcontractor will be used in this project:

- Provide information about the qualifications and experience of any subcontractor(s). (See Project Manager Qualifications)
- Describe the experience of the project manager and key personnel working with the subcontractor(s).

- Describe specific division of roles and responsibilities between the subcontractor(s) and the primary contractor, and how those relate to the scope of services.

III-5 Project Approach and Schedule.

The proposer shall include a detailed statement of its approach to the project and schedule. Include the following information.

- a. A detailed explanation of proposer’s approach to the work, the techniques the proposer expects to use, and the use of key personnel. This should include an explanation of any modifications of the work items and scope of work presented in this RFP.
- b. Describe how proposer would use City personnel, if at all, to assist during the project and indicate the approximate time requirement.
- c. Describe the projected workload of the project manager, key personnel and subcontractors and demonstrate their availability to timely provide the services requested in this RFP.
- d. Describe your approach to the overall management and integration of all activities required by the scope of work, including quality assurance, responsibility, and cost control.
- e. Provide any additional information about proposer’s project approach that would be beneficial to the selection committee.

III-6 Additional Information

Provide any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project. Use this section to address those aspects of your services that distinguish your firm from other firms. Additional information shall be considered when evaluating the proposer’s Project Approach and Schedule.

Proposers are encouraged to improve upon the tasks, work items, or other elements described in this RFP. However, prior to basing a proposal on those improvements, proposers should check with the City’s project manager to ensure that the City views the changes as desirable improvements.

If there is no additional information to present, state, “There is no additional information we wish to present.”

III-7 Cost Schedule

The proposer shall submit a detailed cost schedule as part of their submission, which includes:

1. Proposer’s breakdown of hourly billing rates for the project manager and key personnel as well as any subcontractor(s) and their respective personnel.
2. Anticipated list of reimbursable materials costs.

3. Any other anticipated fees or costs.
4. Proposed or preferred schedule of billing dates and payment terms.
5. The method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP.

III-8 Certification Statement

All proposals must contain a signed certification statement (see Exhibit VI).

SECTION IV EVALUATION / SELECTION OF PROPOSALS

IV-1 Clarifications

The City reserves the right to seek written clarification of each proposal submitted. The City also reserves the right to require other evidence of minimum qualifications, technical, managerial, financial, or other abilities prior to selection.

IV-2 Evaluation Criteria

The City will make a selection based on the evaluation of the written proposals and interviews. The City may elect to interview all proposers or only the highest ranked proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals will be evaluated first by an internal staff evaluation group based on the following criteria:

1. Project Understanding – 10 pts.
2. Qualifications – 40 pts.
3. Project Approach and Schedule – 35 pts.
4. Cost Schedule – 15 pts.

IV-3 Method of Selection

Upon receipt, proposals will undergo a “completeness review” to ensure that each proposal includes all of the required information as outlined in the RFP. Proposals that pass the completeness review will then be reviewed and scored by an internal staff evaluation group. The City Manager will then debrief with that group and determine the number of proposers that will be interviewed. Upon completion of the interviews, the City Manager will take all the input received from the internal staff evaluation group as well as the interviews into account and will select the recommended proposer to move forward for City Council approval.

IV-4 Single or Multiple Contracts

One firm will be selected to provide all services under this scope of services; however, City reserves right to retain separate contracts with other vendors as need be to meet the needs of the City.

IV-5 Notice of Intent to Award

Upon completion of the evaluation process, the Project Manager will advise the proposers of its number one selection using the Notice of Intent to Award form.

IV-6 Selection Protest

Proposers who disagree with the City’s selection decision may protest that decision. The judgment used in the scoring by individual evaluators is not

grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a solicitation protest will be considered. The selection protest must be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The protest shall be submitted to the Purchasing Office at the following address:

City of Gresham
Purchasing Office
1333 NW Eastman Parkway
Gresham, OR 97030

The selection protest must state all the relevant facts that establish that all higher ranked proposers were ineligible for selection because their proposals were non-responsive or the proposer was not responsible. A written decision will be sent to the protester.

IV-7 Agreement

A sample contract that the City expects only the successful proposer to execute is included as Exhibit VII-1. Any proposed changes in the language, construction, or requirements of the contract must be raised and resolved as part of a solicitation protest before the closing date of the RFP. The City reserves the right to negotiate a final contract that is in the best interest of the City.

The contract will define the extent of services to be rendered, method and amount of compensation. The contract will be negotiated with the number one ranked proposer for the project. If an agreement is not reached, negotiations will be terminated. Negotiations will then begin with the selection committee's second choice for the project.

When an agreement is reached, a contract for the work will be prepared and executed upon city manager approval, if a CIP project, and otherwise, upon Council approval.

The successful proposer will enter into a contract with the City by **November 30, 2020**.

IV-8 Term.

The contract will be for an initial phase of a multiple phase project as described in the Scope of Work. Subsequent phases may be awarded by direct appointment of the successful proposer.

IV-9 Compensation.

This initial contract phase work shall be based on a time and materials basis, with a total not to exceed amount through June 30, 2021 of \$75,000. At the discretion

of the City, the contract may be extended for up to an additional year, based on the City's operational needs and available funding approved by City Council.

SECTION V GENERAL INFORMATION

V-1 Compliance with the Rules

Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Personal services contracting in the City of Gresham shall be subject to state public contracting laws except as otherwise provided in Gresham Revised Code (GRC) Article 2.80. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

V-2 Proposal Withdrawal

Any proposal may be withdrawn at any time before the proposal due date and time, by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

V-3 Addenda

The City may modify the RFP at any time at least five (5) days prior to the RFP due date, by issuance of a written addendum to all proposers who are participating in the process at the time the addendum is issued. Addenda will be numbered consecutively. Verbal modifications to the RFP specifications shall not be binding upon the City.

V-4 Cancellation, Delay or Suspension of Solicitation; Rejection of Proposals

The City may cancel, delay, or suspend this solicitation if in the best interest of the City as determined by the City. The City may reject any or all proposals, in whole or in part, if in the best interest of the City as determined by the City.

V-5 Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

V-6 Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

V-7 Ownership of Documents

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

V-8 Confidentiality of Information

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

V-9 Public Record

All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.311 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.345(2) and ORS 192.355(4). Proposals must clearly identify such material, keep it separate, and provide separate notice in writing of the status of this material to the official contact.

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

Clearly marked sample work or documents illustrating previous work experience will be returned to proposers after the evaluation and award process upon request.

V-10 Equal Opportunity Policy For Contractors

The City of Gresham requires all proposers to comply with the [City's equal employment opportunity policies](#). The City of Gresham's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation.

V-11 City Business License

The selected proposer will be required to obtain a City business license if work is performed within the City of Gresham.

V-12 Minimum Qualifications

The firm and all applicable personnel must be legally qualified in the State of Oregon (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.

V-13 Recyclable Products

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposal and in the performance of the work set forth in this RFP. Proposals shall be easily recyclable. Plastic and wire bindings are discouraged.

V-14 Printing

The Contracting Agency shall for the purpose of evaluating Proposals apply the public printing preference set forth in ORS 282.210. (OAR 137-047-0600(1)(a)(B)).

**SECTION VI
FORMS TO BE SUBMITTED**

VI-1 CERTIFICATION STATEMENT

All proposals must include this certification statement signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. Scanned or digital signatures will be accepted.

- A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
- B. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date or any revised proposal submission date, whichever is later, and will become part of the contract that is negotiated with the City.
- C. The proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise.
- D. The proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Proposer's Signature

Date

Print Name

Title

Proposer's Federal Taxpayer Identification number: _____

This certification statement must be signed and submitted with the proposal.

**SECTION VII
EXHIBITS**

VII-1 Sample Contract Form (draft for review only)

Personal Services Contract Sample – Page 1



PERSONAL SERVICES CONTRACT
CONTRACT NO. _____

This contract between the CITY OF GRESHAM, a municipal corporation of the State of Oregon (the "City") and _____, (the "Consultant"). The City's Project Manager for this contract is _____.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Statement of Work. The personal services required under this contract are **BOLD AND IN CAPS**. The statement of work, including the deliverables and payment schedule for the work, is contained in Exhibit A (the "Statement of Work" or "Work").

2. Effective Date and Duration.

a. This contract is effective on _____, 20____, or on the date at which every party has signed this contract, whichever is later.

b. The Work required under this contract shall be:

completed, unless otherwise terminated or extended, on or before _____, 20____; or

for a term expiring on _____. Upon written approval of both parties, this contract may be renewed for additional one-year terms not to exceed a total contract term of _____ years.

3. Consideration. City agrees to pay Consultant for accomplishing the Statement of Work required by this contract, including allowable expenses:

a lump sum not to exceed \$ _____, or

based on time and materials or deliverables not to exceed a maximum sum of \$ _____.

Any interim payments to Consultant shall be made only in accordance with the terms and conditions related to rates and costs, and payment schedule in Exhibit A.

4. Standard Terms and Conditions. This Contract is subject to the [Standard Terms and Conditions](https://greshamoregon.gov/WorkArea/DownloadAsset.aspx?id=8212), which are incorporated into this contract by reference, and located at: <https://greshamoregon.gov/WorkArea/DownloadAsset.aspx?id=8212>.

5. Statutory Provisions. This Contract is subject to [Oregon Statutory Provisions](https://greshamoregon.gov/WorkArea/DownloadAsset.aspx?id=8213), which are incorporated into this contract by reference, and are located at: <https://greshamoregon.gov/WorkArea/DownloadAsset.aspx?id=8213>.

6. The Standard Terms and Conditions and Statutory Provisions that apply to this contract are the ones in effect on the effective date unless modified by written amendment.

7. Exhibits. The following exhibits are attached hereto and incorporated into this contract.

Exhibit A – Statement of Work, Deliverables, and Payment Schedule

Exhibit B – Insurance Requirements

CONSULTANT DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____
 Contact Name: _____ Phone: _____
 Fax: _____ F-Mail _____
 Address: _____
 Gresham Business Lic # _____ Federal Tax ID # _____ State Tax ID # _____
 Business Designation (check one): Individual Partnership Corporation
 Government Nonprofit LLC Other _____
 If not a citizen, check one: Lawful Permanent Resident Nonresident Alien

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

Consultant understands that the Standard Terms and Conditions, Statutory Provisions, and Exhibits A and B are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract.

Consultant represents and warrants to City that: (a) Consultant has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms.

By its signature Consultant acknowledges it has read and understands this contract and agrees to be bound by its terms and conditions.

Signed by Consultant:

Signature/Title	Date
-----------------	------

NOTICE TO CONSULTANT: This contract does not bind the City of Gresham unless and until the City Manager or Designee has executed it.

CITY OF GRESHAM SIGNATURE

Approved:	Project Manager	Date
Reviewed:	City Attorney or Designee	Date
Approved:	City Manager or Designee	Date

**EXHIBIT A
STATEMENT OF WORK, DELIVERABLES, AND
PAYMENT SCHEDULE**

STATEMENT OF WORK

[insert text]

DELIVERABLES: [insert text]

CONSULTANT'S PERSONNEL:

The Consultant shall assign specific personnel to do the work required under this contract as designated below. The Consultant shall not change personnel assignments without the prior written consent of the City.

Name	Specified Duties or Role

PAYMENT SCHEDULE

City shall pay Consultant the consideration described in Paragraph 3:

- In a lump sum at the completion of the contract to the satisfaction of the City
- Monthly progress payments based on time and materials or deliverables as set forth below with final payment upon completion of the contract.
- Other

Monthly progress payments based on time and materials or deliverables (if checked above) will be based on the following:

[E.g. Insert table with hourly rate for various positions]

[E.g. Deliverables chart with compensation linked to individual deliverables]

Payment shall be made within thirty (30) calendar days after receipt of invoice and City approval of services rendered. The invoice shall state the contract number from page 1 of this contract and describe the work performed.

ACH Payments

It is the City's policy to pay Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

EXHIBIT B
PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

Consultant shall maintain in force at its own expense all insurance and other documentation noted below:

Workers' Compensation insurance in compliance with ORS 656.017. All employers, including Consultant, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors complies with these requirements. Consultant shall submit:

- Proof of Workers Compensation, or
- Proof of exemption and Independent Contractor Certification

Professional Liability (*Check Here if Required*) insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Consultant or its insurer(s) to the City.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its elected officials, agents, officers, and employees will be Additional Insureds, but only with respect to Consultant's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Consultant shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Consultant shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.