

REQUEST FOR PROPOSALS

Date of Issue: January 22, 2025



PORT OF HOOD RIVER
1000 E. PORT MARINA DRIVE
HOOD RIVER, OR 97031
(541) 386-1645

INVOICE PRINTING AND MAILING SERVICES

Debbie Smith-Wagar, Finance Director
dsmith-wagar@portofhoodriver.com

SUBMITTALS DUE: FEBRUARY 7, 2025, AT 3:00 PM
LATE PROPOSALS WILL NOT BE ACCEPTED

Note that there will not be a pre-offer conference

Proposals will be opened in the Port of Hood River Conference Room on
February 7, 2025 at 4:00 PM

Table of Contents

1.00	ADVERTISEMENT, NOTICE INFORMATION AND PRE-PROPOSAL CONFERENCE	3
1.01	ADVERTISEMENT	3
1.02	PUBLIC NOTICE	3
1.03	SOLICITATION LAW AND RULES	4
2.00	PURPOSE, BACKGROUND AND SCOPE OF WORK	4
2.01	PURPOSE	4
2.02	BACKGROUND	4
2.03	SCOPE OF WORK	4
2.04	ESTIMATED SCHEDULE	5
3.00	PROCUREMENT REQUIREMENTS	6
3.01	PROPOSAL SUBMISSION	6
3.02	RFP PROTEST AND REQUEST FOR CHANGE	6
3.03	PROTEST OF PROPOSER SELECTION	6
3.04	COST OF PREPARATION OF RESPONSE	7
3.05	PROPOSAL REJECTION AND SOLICITATION CANCELLATION	7
3.06	MINOR INFORMALITIES	7
3.07	INITIAL NEGOTIATIONS	7
3.08	SUBSEQUENT NEGOTIATIONS	8
3.09	DISPUTES	8
3.10	CLARIFICATION OF RESPONSES	8
3.11	REFERENCES	8
3.12	COLLUSION	8
3.13	OREGON FALSE CLAIMS ACT	8
3.14	PUBLIC RECORDS	8
3.15	CONFIDENTIAL OR PROPRIETARY INFORMATION	9
3.16	CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS	9
3.17	PROPOSAL VALIDITY	9
4.00	PROPOSAL EVALUATION AND SELECTION PROCESS	9
4.01	WRITTEN PROPOSAL EVALUATION	9
4.02	INTERVIEWS AND INTERVIEW EVALUATION	10
4.03	WRITTEN EVALUATION CRITERIA	10
4.04	INTERVIEW EVALUATION CRITERIA	12
4.05	PREFERENECS	12
5.00	CONTRACT TERMS AND CONDITIONS	13
5.01	THE PORT OF HOOD RIVER PROCUREMENT CONTRACT	13
5.02	INSURANCE REQUIREMENTS	13
5.03	LEGAL COMPLIANCE	13
5.04	RECYCLABLE PRODUCTS	13
5.05	SILENCE OF SPECIFICATION	13
6.00	ATTACHMENTS	13
6.01	Attachment A: Sample Procurement Contract	14
6.02	Attachment B: Proposer Information and Certification Sheet	26
6.03	Attachment C: Reference Form	29

1.00 ADVERTISEMENT, NOTICE INFORMATION AND PRE-PROPOSAL CONFERENCE

1.01 ADVERTISEMENT

**REQUEST FOR PROPOSALS
Invoice Printing and Mailing Services**

The Port of Hood River, hereinafter called the “Port”, is seeking proposals from qualified Contractors to provide Invoice Printing and Mailing Services (“Project”). These services will support the Port’s BreezeBy tolling system, which manages toll collection for the Hood River-White Salmon Interstate Bridge. The selected firm will handle the printing, processing, and mailing of toll invoices to ensure timely and accurate communication with bridge users.

Proposals must be addressed to Debbie Smith-Wagar, Finance Director, Port of Hood River, and submitted by 3:00 P.M. PDT on February 7, 2025. Proposals may be delivered via email to dsmith-wagar@portofhoodriver.com or in person to the Port office at 1000 E. Port Marina Drive, Hood River, OR 97031. Late submissions will not be accepted.

Project: Invoice Printing and Mailing Services

Issuance Date: January 22, 2025

Proposal Due Date and Time: February 7, 2025 at 3 PM (PST)

Proposals will be opened in the Port of Hood River Conference Room at 4:00 PM on February 7, 2025

1.02 PUBLIC NOTICE

The Port of Hood River, hereinafter called the “Port”, is seeking proposals from qualified Contractors to provide Invoice Printing and Mailing Services (“Project”). These services will support the Port’s BreezeBy tolling system, which manages toll collection for the Hood River-White Salmon Interstate Bridge. The selected Contractor will handle the printing, processing, and mailing of toll invoices to ensure timely and accurate communication with bridge users.

Contractors with the capability to provide these services, including printing an estimated 10,000 to 20,000 invoices per week (with up to 20,000 during the busy season from May to September), are invited to submit a proposal for consideration.

Electronic copies of this RFP and attachments, if any, can be obtained on the Port website at <https://www.portofhoodriver.com/rfp-bid-center>. Beginning January 22, 2025, a complete solicitation document, including scope of work may be examined or purchased during normal business hours at:

Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031

There will be a \$35 nonrefundable charge for each printed copy of the solicitation document.

There will be no pre-Offer conference.

If, after downloading and reading the information provided in the RFP you have inquiries, please contact Debbie Smith-Wagar, Finance Director at (541) 386-1645 or e-mail: dsmith-wagar@portofhoodriver.com.

1.03 SOLICITATION LAW AND RULES

This RFP and any resulting Contract are governed by Oregon law. Specific laws and rules that govern the solicitation process are found in Oregon Revised Statutes (ORS Chapters 279A and 279B) and Administrative Rules of the Oregon Department of Administrative Services (OAR Chapter 137 Division 047). The RFP and resulting Contract may be subject to other applicable laws and rules.

2.00 PURPOSE, BACKGROUND AND SCOPE OF WORK

2.01 PURPOSE

The Port of Hood River is seeking a qualified Contractor to provide Invoice Printing and Mailing Services to support the Port's BreezeBy tolling system by ensuring the accurate and timely delivery of toll invoices to bridge users.

2.02 BACKGROUND

The Port is transitioning to an all-electronic tolling system for the Hood River-White Salmon Interstate Bridge. The goal is to complete this transition by March 31st, with electronic tolling set to begin on April 1st. This change will eliminate the need for the toll booth and streamline the toll collection process by leveraging the Port's BreezeBy tolling system.

As part of this transition, the Port plans to outsource the printing and mailing of toll invoices to a third-party Contractor. To facilitate this process, the BreezeBy system will need to generate and export invoice data files in a specified format for the selected Contractor. The Port anticipates this format to be similar to standard text files used in other industries, such as utility billing, which are organized in a predetermined layout.

This RFP aims to identify a qualified Contractor experienced in handling high-volume invoice printing and mailing services while seamlessly integrating with the Port's invoicing workflow.

2.03 SCOPE OF WORK

Contractor Tasks/Responsibilities

The Contractor will provide invoice printing and mailing services to the Port for the BreezeBy tolling system. These services must be cost-effective, accurate, and completed in a timely manner.

The Contractor must:

- Print and mail approximately 10,000 to 20,000 invoices per week, with up to 20,000 invoices during the busy season (May to September), with invoices processed and mailed twice a week on Wednesdays and Fridays.
- Receive electronic data files from Port or third party by remote means and process the data to generate printed invoices.
- Provide materials, including Port-approved invoice stock and envelopes.
- Perform printing, folding, inserting, and mail processing services.
- Design, print, store, and insert informational inserts as requested by the Port.
- Ensure compatibility with the Port's invoicing file format, allowing the Contractor to easily process and print invoices.
- Coordinate any design or layout changes with the Port and ensure approval before implementation.

- Provide electronic PDF copies of all invoice submissions.
- Optimize the mailing address database to minimize undeliverable mail and report how this will be achieved.
- Designate a primary representative to address issues and questions from the Port.
- Be responsive and available by phone and email during standard business hours.

Note: There may be instances when the third-party provider of invoices to the Port interacts directly with the Contractor to facilitate the printing and mailing process. The Contractor may be required to coordinate with this third party as necessary.

Port Responsibilities:

- Provide the file layout for invoices.
- Collaborate with the Contractor on invoice layout and content updates.
- Approve invoice stock and envelope materials.

Compliance with ORS 282.210

The Contractor must perform all work within the State of Oregon as per ORS 282.210. Exceptions are permissible only if:

- The work cannot be performed within the state.
- The lowest price for performing the work within the state exceeds prices for similar services elsewhere.
- Proposals for the work, in part or whole, are excessive and not reasonably competitive.

Schedule

The Contractor must print and mail invoices within 1 Business Day of receiving invoice files from the Port or third party. For this RFP, a Business Day is defined as Monday through Friday from 9 a.m. to 5 p.m. Pacific Time, excluding weekends and public holidays.

Highest Standards

Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the Port is purchasing.

2.04 ESTIMATED SCHEDULE

This schedule is a tentatively proposed timeline and may be subject to change.

RFP issue date:	January 22, 2025
Closing/proposal submittal deadline:	February 7, 2025
Bid Opening in the Port of Hood River Conference Room	February 7, 2025 at 4:00 PM
Interviews (If conducted)	February 10-12, 2025
Notice of Intent to Enter into Negotiations:	February 19, 2025
*Negotiations begin:	February 20, 2025
Protest Deadline:	February 27, 2025
Contract approval:	February 28, 2025
Contract start/Notice to Proceed:	March 3, 2025

**Proposer, by submitting a Proposal, commits to and will be expected to make best efforts to accommodate the negotiation schedule above if selected for intent to award.*

3.00 PROCUREMENT REQUIREMENTS

3.01 PROPOSAL SUBMISSION

Proposals will not be accepted after the closing date/time as stated on page one (1) of this RFP or as may be extended by any subsequently issued Addenda. The full Request for Proposal (RFP) is available at: <https://www.portofhoodriver.com/rfp-bid-center>. The Finance Director is the sole point of contact for all questions, concerns, and protests.

Proposal Submission Instructions:

- Proposals must be submitted electronically to Debbie Smith-Wagar, Finance Director, at dsmith-wagar@portofhoodriver.com with "Request for Proposals - Invoice Printing and Mailing Services" in the subject line.
- Physical proposals may also be submitted and should be addressed to:

Request for Proposals - Invoice Printing and Mailing Services
Attn: Debbie Smith-Wagar, Finance Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

- The proposal should address each evaluation criterion in the order outlined in this RFP.
- Proposals should not exceed 18 pages, excluding attachments, reports, or resumes.
- Do not include sales or promotional materials.
- Proposals that do not conform to these guidelines may be penalized in the evaluation process for excessive length or difficulty in locating responses to evaluation criteria.

3.02 RFP PROTEST AND REQUEST FOR CHANGE

Prospective Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification, or Contract term contained in the RFP no later than five (5) calendar days prior to the Proposal deadline set in the RFP. Protests shall follow the requirements set forth in OAR 137-047-0730. Each protest or request for change must include the reasons for the protest or request and any proposed changes to the RFP provisions, specifications, or Contract terms. The Port will not consider any protest or request for change submitted after the submission deadline. Protests shall be sent to the designated Port of Hood River contact for proposer selection protests at the address specified in Section 3.03 of this RFP. If the Port determines that additional information or interpretation is necessary, such information or interpretation will be provided in Addenda that will be posted to the project page on the Port's website. All such Addenda shall have the same binding effect as though contained in the main body of this RFP.

Oral instructions or information concerning the specifications of the Project from Port managers, employees, or agents to prospective Proposers shall not bind the Port. The Port shall issue all Addenda no less than five (5) calendar days prior to the Proposal deadline.

3.03 PROTEST OF PROPOSER SELECTION

The Port will provide to all Proposers a copy of the Selection Notice that was sent to the highest-ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest-ranked Proposer may submit a written protest of the selection to the Port no later than five (5) business days after the date of the Selection Notice as listed on the project page of

the Port's website. Protests must be submitted in writing (via email or other written format) to the designated Port contact. The Port will address all timely submitted award protests that are in accordance with OAR 137-047-740.

Protests shall be in writing and physically received by the Port no later than 4:00 p.m. on the fifth (5) business day after the date of issuance of the Selection Notice. Protests may be submitted via email or other written format. Address protests to:

Attn: Debbie Smith-Wagar
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River, OR 97031
Email: dsmith-wagar@portofhoodriver.com

Protests not filed within the time specified in paragraph 1, Section 3.03, above, or which fail to meet the requirements of OAR 137-047-740 shall be rejected.

3.04 COST OF PREPARATION OF RESPONSE

Each Proposer is responsible for all costs incurred in Proposal preparation and participation in the Proposal evaluation, Award and Contract negotiation processes.

3.05 PROPOSAL REJECTION AND SOLICITATION CANCELLATION

The Port may reject any and all Proposals prior to Contract execution and may cancel this RFP at any time if the Port believes it is in the public interest to do so. The Port is not liable for any costs or expenses incurred by RFP cancellation or Proposal rejection.

3.06 MINOR INFORMALITIES

The Port may waive minor informalities in Proposals. Minor informalities are: (1) matters of form rather than substance when evident in the Proposal, or (2) insignificant mistakes that can be waived or corrected without prejudice to other Proposers. The Port, in its sole discretion, may waive minor informalities or allow a Proposer to correct them. Examples of minor informalities include Proposer's failure to:

- a. Submit the required number of originals or copies, or both, of Proposals (if applicable)
- b. Sign the Proposal in the designated block provided an authorized signature appears elsewhere in the Proposal evidencing an intent to be bound.

3.07 INITIAL NEGOTIATIONS

If the Port does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the Port has the right to negotiate a final Contract and will begin negotiating a Contract with the highest ranked Proposer pursuant to Section 8 of OAR 137-047-0261 - Negotiations. The Port will direct negotiations toward obtaining written agreement on:

- a. Consultant's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable to Contractor for the services required under the Contract that is fair and reasonable to the Port budget authority for payments under the resulting contract (the "Authorized Agency") as determined solely by the Authorized Agency, taking into account the value, Scope, complexity and nature of the services; and
- c. Any other provisions the Port believes to be in the best interest of the Port to negotiate.

3.08 SUBSEQUENT NEGOTIATIONS

The Port shall, either orally or in writing, formally terminate negotiations with the highest-ranked Proposer if the Authorized Agency and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Port may thereafter negotiate with the second-ranked Proposer, and if necessary, with the third-ranked Proposer, and so on, in accordance with Section 9 of of OAR 137-047-0261 – Terminating Negotiations. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the Port may end the particular Formal Solicitation. The Port may also proceed with a new Formal Solicitation for the same Services or take other procurement action that the Port determines is in the best interest of the Port.

Upon successful negotiation of terms, the successful Proposer will be required to enter into the Port’s Standard Procurement Contract in substantially the form set forth in the sample contract attached to this RFP as Attachment A.

3.09 DISPUTES

In case of any doubt or differences of opinion as to the items or Service to be furnished hereunder, or the interpretation of the provisions of the RFP, the RFP on file with the Port shall govern and the decision of the Port shall be final and binding upon all parties.

3.10 CLARIFICATION OF RESPONSES

The Port reserves the right to request clarification of any item in a Proposal or to request additional information necessary to properly evaluate a Proposal. All requests for clarification and responses will be conducted in writing. Except for clarifications necessary to determine whether a Proposal meets minimum requirements, all requests for clarification and responses will be shared with each selection committee member.

3.11 REFERENCES

The Port reserves the right to investigate references including customers other than those listed in the Proposal. Investigation may include past performance of any Proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers. Supportive references are required.

3.12 COLLUSION

A Proposer submitting a Proposal hereby certifies that no officer, agent, or employee of the Port has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

3.13 OREGON FALSE CLAIMS ACT

Each Proposer, by submitting a Proposal in response to this RFP, thereby certifies that it understands that any statement or representation contained in or attached to its Proposal, and any statement, representation, or application the Proposer may submit under any contract the Port may award under this RFP, that constitutes a “claim” (as defined by the Oregon False Claims Act, ORS 180.750(1)), will be subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

3.14 PUBLIC RECORDS

All Proposals and protests are public information after the Proposals have been opened and after the

protest period ends. However, copies of Proposals will not be provided until the evaluation process has been completely closed and a Contract has been executed with the selected Proposer. Copies of public information may be requested by any person. Therefore, if the Proposer considers any part of its Proposal or protest a trade secret, or otherwise exempt from disclosure under the Oregon Public Records Laws, ORS 192.311 through 192.478, the Proposer must clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. See Oregon Revised Statutes 192.311 through 192.478, and 646.461 to 646.475. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure.

3.15 CONFIDENTIAL OR PROPRIETARY INFORMATION:

Following award of a Contract, responses to this RFP are subject to release as public information unless the response or specific information contained therein is identified as exempt from public disclosure. Proposer is advised to consult with legal counsel regarding disclosure issues.

If a Proposer believes that any portion of a Proposal contains any information that is considered a trade secret under ORS Chapter 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

Identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Proposers are cautioned that cost information submitted in response to an RFP is generally not considered a trade secret under Oregon Public Records Law. If Proposal fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer is deemed to have waived any future claim of non-disclosure of that information.

Pursuant to ORS 279B.060(6), Proposers may schedule requests for inspection of any RFP file after negotiations have been completed with the selected Proposer and a Contract has been executed.

3.16 CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

Each Proposer, by submitting a Proposal in response to this RFP, thereby certifies that it has not discriminated against disadvantaged, minority, women, veteran, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in obtaining any subcontracts, and that the Proposer is not in violation of any discrimination laws.

3.17 PROPOSAL VALIDITY

Proposals shall remain valid for a period of ninety (90) days following the deadline set for receiving Proposals.

4.00 PROPOSAL EVALUATION AND SELECTION PROCESS

4.01 WRITTEN PROPOSAL EVALUATION

An Evaluation Committee of at least three individuals will evaluate the written proposals based on the Evaluation Criteria. Evaluators will independently assess and score each proposal, and the total scores will be calculated. The Port may assign specific evaluation

criteria to different evaluators based on their expertise. Additionally, the Port may appoint different committee members for each stage of the evaluation. The Port reserves the right to conclude the evaluation after the written stage and may choose to conduct further evaluation steps at its discretion.

Proposals will be ranked based on the total score, and the award will be made to the Proposer whose submission is deemed most advantageous to the Port.

4.02 INTERVIEWS AND INTERVIEW EVALUATION

At the Port's discretion, interviews may be conducted with top-scoring Proposers following the written evaluation. Interview evaluators will score proposals independently based on the Interview Evaluation Criteria, and the combined written and interview scores will determine the final ranking.

The final award will be made to the Proposer whose combined score is most advantageous to the Port. Some evaluation criteria, such as pricing, may be assessed only in the written proposal stage.

4.03 WRITTEN EVALUATION CRITERIA

Provide a complete response to each of the following criteria in the order presented. Some sections require a narrative response, while others specify forms to complete. All necessary forms are listed in the proposal content checklist below.

1. Organizational Structure and Experience (Maximum Points: 20)

Describe your organization and its history, including:

a. Company Information:

- i. Years in business, company location(s), and types of products/services provided.
- ii. List any current or past litigation (within the last three years).
- iii. Any contract terminations for cause in the last three years, with explanation.

b. Relevant Experience:

- i. Demonstrate a minimum of five (5) years of experience providing services in the scope outlined in the Scope of Work of this RFP. Public sector experience preferred.
- ii. Describe experience with address validation and correction services.

c. Subcontracting: If applicable, identify subcontracted work and provide details of previous projects completed by the subcontractor, including timelines and costs.

d. References: Provide 3 references from similar clients (government references preferred). Include the client's name, contact details, and description of services provided.

2. Services to be Provided in Oregon (PASS/FAIL)
Indicate the city and state where services will be provided. Proposals specifying services outside of Oregon will be rejected.
3. Qualifications and Service (Maximum Points: 15)
 - a. Demonstrate how your company is qualified to meet the Scope of Work outlined in this RFP.
 - b. Indicate if there are any aspects of the scope of work you cannot meet.
 - c. Describe the resources and equipment available to exceed the Port's requirements.
4. Capacity and Key Personnel (Maximum Points: 20)
 - a. Describe your company's capacity to deliver services for the Port.
 - b. Specify the location and key account representative for the Port's account.
 - c. Detail service and support availability, including hours and access methods.
5. Schedule (Maximum Points: 15)
 - a. Outline your approach, including how you would facilitate a smooth transition from the Port's in-house billing and mailing process to your services. Specify strategies to ensure continuity and minimize disruptions during the transition.
 - b. Confirm your ability to meet the Port's schedule requirements.
6. Sustainability and Social Justice (Maximum Points: 15)
 - a. Share how your firm promotes workforce diversity in your organization or local community (5 pts).
 - b. Provide examples of sustainable practices within your organization and the community (5 pts).
 - c. Explain how you will advance sustainability and social justice in performing this contract (5 pts).
7. Proposed Price (Maximum Points: 15)
 - a. Provide a detailed price proposal as Attachment A, including unit prices, extended prices, fees, pass-through charges, and any other costs associated with fulfilling the scope of work.

Written Proposal - Total Points Possible: 100

8. Proposal Content Checklist
Include the following in your proposal:
 - a. Price Proposal Form
 - b. Responses to written evaluation criteria in your preferred format.
 - c. Proposer Information and Certification Sheet (Attachment B)
 - d. Reference Form (Attachment C)
9. Mandatory Requirements

The proposal must confirm that services will be performed within Oregon, as outlined in the Scope of Work.

10. Proposal Submission

It is the proposer's responsibility to submit the proposal on time. Late proposals will be disqualified from consideration. Ensure submission by the RFP's closing date and time.

4.04 INTERVIEW EVALUATION CRITERIA

If interviews are held, they will be evaluated based on the following criteria:

1. Capacity and Key Personnel (Maximum Points: 40)
 - a. Describe your company's capacity to perform the required services.
 - b. Specify the location of the account team and key personnel involved, including their proposed roles. Provide resumes and indicate the percentage of time each key team member will dedicate to this project.
2. Methodology/Approach (Maximum Points: 30)
 - a. Outline your approach to the work, including implementation, training, and proposed scheduling.
3. Qualification and Service (Maximum Points: 30)
 - a. Demonstrate how your company is well-qualified to meet the scope of work outlined in this RFP.
 - b. Identify any aspects of the scope you cannot fulfill.
 - c. Describe the infrastructure and resources available to meet or exceed the Port's requirements.
 - d. Explain your processes and procedures for ensuring quality customer service, including quality control measures.

Interview - Total Points Possible: 100

4.05 PREFERENECS

Pursuant to ORS 279A.120, the Port will give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and will add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

Pursuant to ORS 279A.125, when the Port is purchasing goods, it will give preference to goods that are certified to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's costs do not exceed the costs of nonrecycled products by more

than five percent, or a higher percentage if a written determination is made by the contracting agency.

5.00 CONTRACT TERMS AND CONDITIONS

5.01 THE PORT OF HOOD RIVER PROCUREMENT CONTRACT

The Port and the Successful Proposer shall execute the standard form of Port of Hood River Procurement Contract, a sample of which is attached to this RFP as Attachment A. If Proposer takes exception to any portion of the Contract, Proposer must request change as described in Section 3.02 of this RFP. The Port will not consider Contract exceptions stated in the Proposal. If any discrepancies, inconsistencies, or ambiguities exist between the Proposal and the RFP, the RFP takes precedence.

5.02 INSURANCE REQUIREMENTS

Insurance requirements for the Contract are specified in Attachment A, Section 9.

5.03 LEGAL COMPLIANCE

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes including the Americans with Disabilities Act.

5.04 RECYCLABLE PRODUCTS

The Port of Hood River encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract Services set forth in this document.

5.05 SILENCE OF SPECIFICATION

The apparent silence of this scope of work, any specifications and any supplemental specifications as to any detail, or the apparent omission from one of these areas of a detailed description concerning any point, shall be regarded as meaning that only the best commercial and industrial practice is to prevail and that only materials and workmanship of first quality are to be used. Services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, must be itemized in the Proposal.

6.00 ATTACHMENTS

The following items are attached separately as part of this RFP:

6.01 Attachment A: Sample Procurement Contract

6.02 Attachment B: Proposer Information and Certification Sheet

6.03 Attachment C: Reference Form

Attachment A

PROCUREMENT CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and _____, (hereinafter referred to as “**Contractor**”).

In consideration of the mutual covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Port authorizes Contractor and Contractor agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Contractor in connection with a project generally described as: _____ (the “Project”).
2. **SCOPE OF SERVICES:** The Contractor shall be responsible for the performance of all services as set forth in the Scope of Work attached to this Agreement as **Exhibit A** (the “Services”) and to the extent described in this Agreement. All provisions and covenants contained in the Scope of Work are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and the Scope of Work (if any) shall be resolved first in favor of this Agreement. Contractor shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Contractor shall be responsible for providing, at the Contractor’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Contractor personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Contractor under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate on _____, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
4. **TIME OF THE ESSENCE:** The Services of the Contractor shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services.
5. **COMPENSATION:** The Port shall pay fees to the Contractor for Services performed under the terms of this Agreement and as specified in the Scope of Work. The total aggregate amount for all Services performed under this Agreement shall not exceed Two hundred and forty-nine thousand Dollars (\$_____) (“Compensation”), unless otherwise approved in writing by the Port.

Contractor shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Contractor pursuant to this Agreement will be

reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Contractor.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Contractor reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

6. **STATUS OF CONTRACTOR AND RELATIONSHIP TO PORT:** The Contractor is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Contractor's employees. Neither the Contractor nor any of the Contractor's employees are nor shall they be deemed employees of the Port. The Contractor is not and shall not act as an agent of the Port. All employees who assist the Contractor in the performance of the Services shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries and other amounts due the Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Contractor has sole authority and responsibility to employ, discharge and otherwise control the Contractor's employees. The Contractor has sole authority and responsibility as principal for the Contractor's agents, employees, sub-Contractors and all others the Contractor hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
7. **ERRORS IN WORK; EXTRA OR CHANGES IN WORK:** Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.
8. **REPRESENTATIONS:** The Contractor represents and covenants that:
 - a. The Contractor has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-Contractors of the Contractor employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Contractor required to be stamped shall be stamped by the appropriately licensed professional.
 - b. To the extent the Contractor deems necessary, in accordance with prudent practices, the Contractor has inspected the sites and all of the surrounding locations whereupon the Contractor may be called to perform the Contractor's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Contractor has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be

performed in conformity with such requirements and practices.

- d. The Contractor is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Contractor's business as now conducted or proposed to be conducted and the Contractor is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Contractor or any indenture or loan or credit agreement or other material agreement or instrument to which the Contractor is a party or by which the Contractor's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. CONTRACTOR'S INSURANCE:

Contractor shall keep and maintain the following insurance for the duration of the contract period:

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.
- d. Prior to commencing any Services under this Agreement, the Contractor shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Contractor sub-contracts any portion(s) of the Services, said sub-Contractor(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Contractor. If the coverage under this paragraph expires during the term of this Agreement, the Contractor shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Agreement. The Commercial General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Agreement. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30-days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If required, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured

retentions, and/or self-insurance.

If any policy obtained by the Contractor is a claims-made policy, the following conditions shall apply: the policy shall provide the Contractor has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

- 10. INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Contractor, or any of the Contractor's sub-Contractors, Contractor's suppliers and/or Contractor's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Contractor to the Port shall survive the termination or expiration of this Agreement.
- 11. CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Contractor agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Contractor by the Port or developed by the Contractor as a result of the performance of this Agreement. The Contractor agrees that if the Port so requests, the Contractor will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-Contractor performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
- 12. ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Contractor, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
- 13. SUBCONTRACTORS:**
 - a. General.** The Contractor is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-Contractor by the Contractor shall be pre-approved by the Port. The Contractor agrees that each and every agreement of the Contractor with any sub-Contractors to perform Services under this Agreement shall be terminable without penalty.
 - b. Sub-Contractor Commitments:** All of the Contractor's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
 - i.** The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this

Agreement.

- ii. The sub-Contractor shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement.
- iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
- iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

The Contractor shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-Contractors who assist the Contractor in the performance of the Services shall at all times be under the Contractor's exclusive direction and control and shall be sub-Contractors of the Contractor and not Contractors of the Port. The Contractor shall pay or cause each sub-Contractor to pay all wages, salaries and other amounts due to the Contractor's sub-Contractors in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-Contractors. All sub-Contractors shall have the skill and experience and any license or permits required to perform the Services assigned to them.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Agreement. The Port's payment of a claim under this Section shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

14. TERMINATION NOT-FOR-CAUSE:

a. Termination for Cause.

- i. Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or Port notifies Contractor of the breach, whichever is earlier. If Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's mailing, Port may terminate that part of the Agreement affected thereby upon written notice to Contractor, may obtain substitute services in a reasonable manner, and recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. If the breach is material and Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within five (5) days of the Port's notice Port may then treat Contractor as being in default and pursue any remedy available for such default at law or in equity.
- iii. Pending a decision to terminate all or part of this Agreement, Port unilaterally may order Contractor to suspend all or part of the Services under this Agreement. If Port suspends terminates all or part of the Agreement pursuant to this Section, Contractor shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement and later orders Contractor to resume those

Services, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Contractor, including but not limited to, amounts owed under this or any other Agreement between Contractor and Port.
- b. Termination for Convenience. In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Contractor.
 - c. Obligations of Contractor. After receipt of a notice of termination, and unless otherwise directed by the Port, the Contractor shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-Contractors to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-Contractor of the Contractor under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-Contractor to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-Contractor for substantially the same terms as have been contracted by the Contractor;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the Port has or may acquire an interest.
 - d. Termination Settlement. After termination, the Contractor shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Contractor within such thirty-day period. If the Contractor fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Contractor shall be made.
 - e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Contractor in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
 - f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Contractor under this paragraph there shall be deducted any claim which the Port has against the Contractor under this Agreement.
 - g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Contractor for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

- 15. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Contractor's reasonable control, Contractor shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Contractor reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.
- 16. RECORD KEEPING:** The Contractor shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Contractor's time based and reimbursable costs and expenses under this Agreement. The Contractor shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- 17. WORK PRODUCT:** All work product of the Contractor prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Contractor herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Contractor shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Port. Contractor shall execute any assignment or other documents necessary to affect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this section. Contractor shall transfer to Port any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this section

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this Project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Contractor.

18. CONTRACTOR TRADE SECRETS AND OPEN RECORDS REQUESTS:

- a. Public Records. The Contractor acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Contractor, are subject to the provisions of the Law, and the Contractor acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Contractor shall be responsible for all

Contractors' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Contractor is advised to contact legal counsel concerning such acts in application of the Law to the Contractor.

- b. Confidential or Proprietary Materials. If the Contractor deems any document(s) which the Contractor submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Contractor shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by Contractor to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

19. DESIGNATION OF REPRESENTATIVES AND KEY PERSONNEL: The Port hereby designates Kevin Greenwood, Executive Director and the Contractor hereby designates _____, [Title] as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties (collectively, the "Key Personnel"). In consultation with the Port, the Contractor shall identify the Key Personnel acceptable to the Port who will provide the Services under this Agreement. None of these individuals may be changed, while still in the employ of the Contractor and not on legally required leave, without the Port's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Contractor acknowledges that the Port considers the individuals named as Key Personnel critical to the Contractor providing its Services under this Agreement, and the Port will not pay the cost of any individual providing the Services contemplated by the Key Personnel on behalf of Contractor unless such individuals have been approved by the Port in writing.

20. PUBLIC CONTRACTING REQUIREMENTS

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
- b. Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

- d. Liens and Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Contractor shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state non-discrimination, civil rights, and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- h. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- i. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Contractor (to the best of Contractor knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with: (1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

21. NOTICE: All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When

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

- 22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Contractor and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.
- 23. INTERPRETATION:** In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
- 24. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
- 25. NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 26. LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Contractor. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Contractor shall have no obligation to perform any non-delegable function.

27. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
28. **OBSERVE ALL LAWS:** The Contractor shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
29. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
30. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys’ fees, in both mediation and litigation.
31. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
32. **SEVERABILITY:** If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
33. **MODIFICATION:** Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of _____, 2025.

Contractor:

Port of Hood River

Signed:

Signed:

Name:

Name:

Kevin M. Greenwood

Title:

Title:

Executive Director

Date:

Date:

Address:

Address:

1000 E. Port Marina Drive,
Hood River, OR 97031

Phone/Email:

Phone/Email:

(541) 386-1645

kgreenwood@portofhoodriver.com

CONTRACT EXHIBIT A –SCOPE OF WORK

ATTACHMENT B — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer:

Address:

City, State, Zip:

State of Incorporation:

Entity Type:

Contact Name:

Telephone:

Email:

Oregon Business Registry Number (if required):

As the authorized representative named below, I certify on behalf of Proposer that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 90 days following the Bid Opening Date identified in the RFP.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by checking the "APPROVED" checkbox and entering my name below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. (Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.)
7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons

distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of the Contract and a failure to comply constitutes a breach that entitles Agency to terminate the Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service, Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Contract.
9. Proposer and Proposer's employees, agents, and subcontractors are not presently debarred, suspended, proposed for debarment under [ORS 279B.130](#), or declared ineligible for the award of contracts by any federal agency or agency of the State of Oregon and are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://sam.gov/SAM/>
10. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing. Proposer has made all Conflict of Interest (COI) disclosures, if any as required by the ODOT COI Guidelines and COI Disclosure Form available at the following link: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

(Check one of the following two certifications as applicable)

Proposer understands and has provided to all Associates (as defined in the COI Guidelines) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the below-named authorized representative's information, knowledge and belief, Proposer's Associates are in conformance with the COI Guidelines, have no employees that were employed by ODOT within the last two-year period, and have no conflicts of interest or other disclosures required per the COI Guidelines or COI Disclosure Form.

Proposer understands and has provided to all Associates (as defined in the COI Guidelines) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the below-named authorized representative's information, knowledge and belief, all Associates have provided on the COI Disclosure Form(s) submitted with this Proposal all disclosures required per the ODOT COI Guidelines.

11. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
12. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
13. Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment A at the time of Contract execution.
14. **By entering my name and title below and checking the "APPROVED" checkbox, I certify I am an authorized representative of the Proposer, duly authorized to bind the Proposer and make all representations, attestations, and certifications contained in the Proposal document and to submit this Proposal document on behalf of Proposer.**

APPROVED <input type="checkbox"/>	Authorized Representative	Title	Date xx/xx/xxxx
------------------------------------------	----------------------------------	--------------	---------------------------

Attachment C
REFERENCES

PROPOSER: _____

* The Proposer shall provide a list of a minimum of three (3) references for work performed in the last five (5) years by the Proposer itself for work of a similar nature as being requested by the Port under this RFP.

* References older than five (5) years may only be included if needed to support this three (3) reference requirement.

REFERENCE 1

Customer Name:
Customer Contact Name and Title:
Contact Phone Number:
Contact Email Address:
Summary of Work Performed:
Initial Project Timeline:
Project Start Date:
Project End Date:
Initial Project Budget:
Final Project Cost:

REFERENCE 2

Customer Name:
Customer Contact Name and Title:
Contact Phone Number:
Contact Email Address:
Summary of Work Performed:
Initial Project Timeline:
Project Start Date:
Project End Date:
Initial Project Budget:
Final Project Cost:

REFERENCE 3

Customer Name:
Customer Contact Name and Title:
Contact Phone Number:
Contact Email Address:
Summary of Work Performed:
Initial Project Timeline:
Project Start Date:
Project End Date:
Initial Project Budget:
Final Project Cost: