

City of Philomath

FINANCE DEPARTMENT

QUALIFICATION BASED REQUEST FOR PROPOSAL (QBS)

UTILITIES RATE STUDY for WATER, SANITARY SEWER & STORMWATER FUNDS

Proposals Due: December 31, 2204, at 2:00 P.M local time

Proposer must include one (1) original and six (6) copies of their submittal.

Submit Proposals To: City of Philomath
980 Applegate Street
P.O. Box 400
Philomath, OR 97370

Direct Questions To: Mike Murzynsky, Finance Director
541-929-9709
mike.murzynsky@Philomathoregon.gov

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PUBLIC NOTICE
CITY OF PHILOMATH, OREGON
QUALIFICATION BASED REQUEST FOR PROPOSAL
UTILITY RATE STUDY

The City of Philomath is seeking sealed proposals from firms qualified to provide a utility rate study for existing rates in the following areas: Water, Sanitary Sewer, and Stormwater.

Qualifications and proposals and a separately sealed cost proposal will be received until 2:00 pm local time, December 31, 2024, at Philomath City Hall's Utility Billing Counter at 980 Applegate St. (P.O. Box 400), Philomath, Oregon 97370. Qualification proposals will be scored and ranked on a qualification basis and the City will open the cost proposal of the top ranked proposal and enter negotiations with the top-ranking firm.

No proposal will be considered unless fully completed in a manner provided in the packet. Facsimile and electronic (email) proposals will not be accepted, nor will any proposal be accepted after the stated due date and time. Postmarks will not be accepted. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

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

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

PUBLISHED:	Daily Journal of Commerce	December 4, 2024
	Philomath-News website	December 4, 2024
	City of Philomath website	December 4, 2024

DATE: December 4, 2024

SECTION 1 INTRODUCTION

The City of Philomath is seeking sealed qualifications and proposals from firms to provide a utility rate study for existing rates in the following areas:

- Water
- Sanitary Sewer/Wastewater
- Stormwater

Qualifications and proposals and a separately sealed cost proposal will be received until 2:00 pm local time, December 31, 2024, at Philomath City Hall's Utility Billing Counter at 980 Applegate Street (P.O. Box 400), Philomath, Oregon 97370. Qualification proposals will be scored and ranked on a qualification basis and the City will open the cost proposal of the top ranked proposal and enter into negotiations with the top-ranking firm.

No proposal will be considered unless fully completed in a manner provided in the packet. Facsimile and electronic (email) proposals will not be accepted, nor will any proposal be accepted after the stated due date and time. Postmarks will not be accepted. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

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

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

SECTION 2 PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

December 4, 2024	Advertisement and Release of Project Packet
December 31, 2024	Deadline for Submission of Proposals (2:00 P.M.)
January 3-7, 2025	Interviews (if necessary)
January 8, 2025	Opening of Cost Proposal
January 9-10, 2025	Negotiation of Contract
January 21, 2025	Award of Contract
February 10, 2025	Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City's discretion.

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 pm, December 31, 2024, to the address below. A separate Cost Proposal shall be sealed in an envelope and clearly marked “Cost Proposal”. This envelope shall be included with the qualifications and work proposal and be submitted in a sealed envelope and designated with proposal title. Proposer must include one (1) original and six (6) copies of their submittal. To assure that your proposal receives priority treatment, please mark as follows:

QBS – Utility Rate Study

City of Philomath – Utility Billing Counter
Attn: Finance Director
Mike Murzynsky
980 Applegate Street
P.O. Box 400
Philomath, Oregon 97370

Proposer shall put their name and address on the outside of the envelope. It is the Proposer’s responsibility to ensure that proposals are received prior to the stated closing time. Postmarks will not be accepted. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification, or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

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

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of the Finance Director, and be marked as follows:

RFP Specification/Term Protest

City of Philomath – Finance Department
Attn: Mike Murzynsky, Finance Director
980 Applegate Street
Philomath, Oregon 97370

If a protest is received in accordance with the section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addenda, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Mike Murzynsky, Finance Director. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

The City of Philomath may issue addenda to this RFP that update or modify RFP requirements. Proposers are responsible for checking the City of Philomath website, www.ci.philomath.or.us/rfp to determine if addenda have been added. Only questions answered by formal written addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addenda” with proposal (Attachment A). Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. CITY’S PROJECT MANAGER

The City’s Project Manager for this work will be Mike Murzynsky Director of Finance, who can be reached by email at mike.murzynsky@philomathoregon.gov.

I. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

J. FORM OF CONTRACT

The City expects the selected proposer to negotiate and execute a contract identifying the terms and conditions of the agreement to perform the scope of work and method(s) of payment for services and any deliverables. The contract will incorporate the terms and conditions from the RFP document and the successful proposer’s response documents. Unsuccessful negotiation to develop a mutually agreeable contract will result in the City proceeding as specified in Section 6.E below.

K. TERM OF CONTRACT

The contract for this work is anticipated to commence on or around February 10, 2025. Work stemming from this contract must be completed no later than February 10, 2026.

L. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

M. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

N. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include any subsequent cost or price information, which must be open to the public.

SECTION 3 BACKGROUND

The City of Philomath, population 5,644, is located in Benton County, approximately 5 miles west of Corvallis. The City Council consists of the mayor and six council members elected from the City at large. The mayor is elected by the citizens of Philomath and is a voting member of the Council. The City operates under a Council-Manager form of government established via Home Rule Charter. The City Manager and City Attorney are appointed by the City Council and serve at the pleasure of the City Council.

The City has made significant investment in infrastructure and plans to continue reinvesting in infrastructure in the foreseeable future to address aging infrastructure and creating sufficient capacity to service customers in the future. In addition, the city historically had not raised rates to a sufficient level to cover operational costs. These additional costs have been added to a rate structure that has been in place for many years resulting in questions of whether the burdened of paying for the utility systems are equitably shared among the various utility users in the City. This task is compounded by the mix of customers in the City of Philomath that impact water, sewer, and storm sewer utilities including year-round homeowners, a large RV park (under construction), the school district, and industrial users like craft beer brewing and timber mills, just to name a few. The City Council has also expressed an interest in exploring some sort of cost break for low-income residential users and higher costs for large water consumers. The total number of water customers is 4,543, of which approximately 1,682 are residential.

SECTION 4 OBJECTIVES, SCOPE, AND SCHEDULE OF WORK

A. STUDY OBJECTIVE

The City of Philomath wishes to develop a utility rate structure that is fair, objective, and transparent to the utility customers and 1) provides sufficient revenue to meet current operational, fixed costs, and current debt requirements for the utility systems; 2) takes into account the future capital needs as outlined in the water, waste water, and storm sewer master plans in the user rate; and 3) is easy to update on an annual basis as part of the City's budget process.

Consultants will conduct a detailed comprehensive cost-of-service analysis of existing water, wastewater, and storm drain rates and charges, current water, wastewater and storm drain enterprise fund balances, adequacy of reserves and debt service coverage, and impacts of potential debt financing for future capital projects.

Consultants will produce a Water, Wastewater, and Storm Drain Utility Rate Study Report that includes a long-term (10-year) financial plan projecting revenues, operational and maintenance costs, capital improvement costs, reserve funding, debt service costs and a five-year rate schedule that appropriately distributes costs across customer classes.

B. PROPOSED CALENDAR

- Commencement of services – February 10, 2025
- Kick-off meeting – Week of February 10, 2025
- Council work session on utility rates and fees – February or March 2025
- Presentation of final draft plan to the City Council – May/June 2025
- Completed project – July 2025

C. SCOPE OF WORK

1. The recommended rate structures shall be based on cost of service and shall be sufficient to meet the operating capital and debt requirement of the City of Philomath utility operations.
2. The study shall recommend rate structures that consider and provide for the following factors:
 - a) current and future costs of providing utility service in accordance with established and anticipated standards and regulations; b) projected demands; c) age and condition of the system and need to fund long-term capital projects; d) impact of current and future environmental regulations; e) other impacts as identified.
3. The recommended rate structures shall provide direct identification of revenues appropriate to fund operating activities of each utility.
4. The recommended rate structures shall be consistent with industry practice for utility rate making in Oregon. The study shall recommend a rate structure based on standard rate practices that meet the criteria.
5. The rate study shall compare any proposed new rates to other utilities providing agencies in the region, for example, Corvallis, Creswell, Estacada, King City, Monroe, Talent, Tillamook, and any other utility which the Consultant may find appropriate.
6. Alternative rate structures can be suggested, addressing fixed costs and variable costs; low-income residential rate tier, high-consumption rate tier, etc.
7. Develop a 10-year financial plan model for the Water, Wastewater, and Storm Drain Enterprise Funds. The financial plans should include revenue requirements based on projected revenues, operating and maintenance expenditures including capital improvements, debt service coverage and reserve funding policies as well as any other policy consideration that the City determines are priorities.
8. Prepare a comprehensive cost-of-service analysis and provide options for a five-year rate structure that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, capital improvements, reserves, and debt service. The analysis must ensure that rates and charges are defensible.

9. The benefits of any proposed modification shall be weighed against any financial impact on the rate payers.
10. Justification for any special classes of customers under the recommended rate structure shall be demonstrated.
11. Consideration shall be given to funding past and future depreciation (replacement of capital assets).
12. The recommended rate structure shall be easy to administer and understand and be transparent to the rate payers.
13. Any proposed rate structure must take into consideration the City of Philomath's automated billing system capabilities through Caselle.
14. The rate study shall include an easy-to-use electronic model in Microsoft Office Excel to be used by the City of Philomath for annual rate setting.

D. SERVICES TO BE PROVIDED BY CONSULTANT

1. Conduct a detailed review of existing utility rates in Philomath and develop general familiarity with the City of Philomath's billing system.
2. Coordinate and conduct a project kick-off meeting with City staff to discuss project priorities, data needs and the project schedule. Consultant will also need to prepare a data requirements list that will be discussed during the meeting and delegated to specific City staff.
3. Meet or confer with staff as needed.
4. One meeting with the City Council to review the Statement of Work in a Workshop setting.
5. One Community Town Hall meeting to gather input from the community.
6. Conduct analysis as required to address the scope of work.
7. Rate options presentation: a) prepare report outlining rate survey and option analysis results and suggest preferred options available to best accomplish stated objectives; b) submit 12 copies and a PDF of the report; c) meet with the City Council to obtain preferred options for further evaluation.
8. Preliminary report: a) prepare a preliminary study report and tentative rate structure; b) submit 12 copies of the report and a PDF of the report.
9. Draft final report: a) incorporate any changes pursuant to comments from the City of Philomath relating to the preliminary report; b) submit 12 copies of the final report to the City and a PDF of the report; c) present final draft report to the City Council for their review.
10. Final report: a) incorporate changes pursuant to comments received at the City Council meeting; b) submit 12 copies plus 1 reproducible copy; c) provide a USB flash drive with the report in MS Word format with spreadsheet in Excel format. These files shall be editable by City staff.
11. Supply a time schedule for developing a preliminary and final reports with the final report being delivered to the City no later than June 2025.
12. Produce a utility rate model for water and wastewater (preferably based in Microsoft Excel) that allows for annual updates by staff. At minimum, the model should
 - i. Project rates on a ten-year horizon.
 - ii. Allow for projection of major operating cost categories (personnel, materials & services and capital maintenance).
 - iii. Incorporate changes to a ten-year Capital Improvement Plan and allow for annual updates to project timing, amounts, and duration.

- iv. Include debt coverage ratios from proposed City loan funding.
- 13. Consultant shall provide adequate training (minimum of four hours) for City staff on this Excel model
- 14. The scope should include any additional meetings or outreach that the consultant deems necessary to ensure that the citizens are well informed as to the status of the project and to discuss major milestones of the project.

E. SERVICES TO BE PROVIDED BY CITY OF PHILOMATH

The services to be provided by the City of Philomath include, but are not necessarily limited to the following:

- 1. Furnish all reasonable and available records and information including financial reports, budgets, consumption data, meter size, and customer classes for the City of Philomath.
- 2. Provide copies of the water system master plan, sanitary sewer system master plan, and storm water master plan.
- 3. Provide a debt schedule for all bonds supported by utility rates.
- 4. Provide staff support and assistance as required and agreed to in advance of the study.

F. TIMELINE REQUIREMENTS

Consultants shall initiate work by February 2025 with a projected completion date of July 2025. The Consultants will then aid the City in conducting an informative community engagement process as well as required public hearings for rate increases. If adopted it is anticipated that rate increases would go into effect on July 1, 2025. Consultants will provide guidance as to the impacts related to selecting one effective date over the other

G. REPORTING AND COMMUNICATION

The City's Finance Director will be provider of all information for this project to the Consultant and direct the process for the city. They will be the main person to contact with questions.

Consultants will meet continuously during the on-site field work process with the City Manager, Finance Director, Public Works Director and supporting staff to discuss issues, concerns, preliminary findings, and management recommendations.

Consultants will provide regular updates, bi-monthly, to City staff regarding process on the analyses and recommendations and request any additional information or direct need to complete the project on time and within budget.

Prior to issuing the final report, Consultants will hold One meeting with the City Manager, Finance Director and Public Works Director to review the draft report and recommendations to be presented to the City Council.

H. BUDGET

The City of Philomath has appropriated \$75,000 to complete this rate study.

SECTION 5 PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

Proposer should identify the RFP Title, name and title of the proposer's contact person, address, telephone number, fax number, email address, and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed.
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address, and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents

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

4. Firm and Project Team Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.
- c. Proposers must identify the anticipated members of their firm that will be assigned to meet the work scope and timelines. Proposers should identify individuals and subcontractors who will provide the services, their experience, their individual qualifications, and their roles throughout the project. Pertinent resumes of assigned personnel should be included.
- d. Proposers are encouraged to provide details on the firm's and team member's experience with managing infrastructure financing models and projects.
- e. Firms should also provide details on their firm's or any project team member's previous experience with the City.
- f. References: Provide references for projects similar to the work described in this QBS packet that the firm has performed in the past 10 years. List contact name, address, phone number, fax number, and e-mail address for each reference and provide a brief description of the project. The City reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.

5. Project Understanding and Approach

Proposers should detail their understanding of the City’s needs and the approach they will take to ensure successful completion of the project and why they feel the approach will provide the best outcome for the City. This project is time sensitive. At minimum, project approach should include a general schedule of meetings, milestones, and deliverables and who from the proposed project team will address each step. The City encourages proposers to include details on their firm’s experience on project management from a perspective of a prime consultant. Proposers should detail how their firms will address the scope challenges of the project that may delay segments of projects. Proposers should also detail how their firm will address quality control throughout the project.

6. Project Samples

Provide at least five (5) project samples comparable to the requested services performed by the firm within the last five (5) years. For the sample projects –

- a. Describe the sample project’s relevance to the City’s project, including descriptions of how any outstanding issues and project constraints were addressed and resolved, and how work on the previous project illustrates ability to deliver desired outcomes on this project.
- b. Include a brief description of project goals, infrastructure type, annual revenue received, duration and objectives; a list of key project staff and their roles; tasks performed by the firm to fulfill the project objectives; and whether the schedule and budget were met.
- c. Include 2 reference contacts for each project with valid contact information.

7. Cost Proposal

Proposers shall submit a separate cost proposal outlining hourly rates, estimated hours to complete the work and a “not to exceed” cost to complete this work. This information should be placed in separate sealed envelope marked “Cost Proposal”. This envelop will only be opened if negotiations are to occur with the selected firm.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City. Such services would be contracted for on an “as needed” basis likely via an amendment to the contract so long a not drastically altering the scope of work.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

E. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

F. COMPLETION OF ATTACHED FORMS

Please complete Section 7, Proposal Certifications; Section 8, Signature Page; Attachment A, Acknowledgement of addenda (if any); Attachment B, Statement of Proposal.

G. PROPOSAL LENGTH

The total submittal shall not exceed 20 sheets printed front and back (40 pages at print). Forms that are to be completed as part of this proposal are not included in this count.

SECTION 6 PROPOSAL EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a Proposer proposal. Proposals will be evaluated in accordance with the following:

1. <u>Completed proposal submitted on time</u>	<u>Pass/Fail</u>
2. <u>An original plus six (6) copies of the complete proposal</u>	<u>Pass/Fail</u>
3. <u>Transmittal letter</u>	<u>Pass/Fail</u>
4. <u>Firm and Project Team Qualifications</u>	<u>50 points</u>
5. <u>Project Understanding and Approach</u>	<u>30 points</u>
6. <u>Project Samples</u>	<u>20 points</u>
TOTAL EVALUATION	<u>100 points</u>

B. PRESENTATION/INTERVIEW

At the option of the City, the top two or three Proposers may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal. The project manager will schedule the time and location of these presentations (if necessary) and notify the selected firms. Should one or more firms be selected for oral interviews, an additional 20 points in scoring will be assigned to the interview process.

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful 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.

D. CLARIFICATION OF PROPOSALS

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

E. NEGOTIATIONS WITH TOP RANKED FIRM(S)

Upon this review of the proposals submitted, the City will open the sealed cost proposal and enter into negotiations with the top ranked firm. If the City and the top ranked firm for each area are unable after good faith negotiations to agree to a price, the City will move to the second ranked firm open the sealed cost proposal and enter into negotiations. The process shall repeat until either the City and a firm come to an agreed upon price or the City determines the project unfeasible at this time and elects to re-scope and resolicit the work.

F. PROTEST OF AWARD

In accordance with Philomath Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

G. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of any proposal; and
6. Request references and other data to determine responsiveness.

SECTION 7 PROPOSAL CERTIFICATIONS

Non-discrimination Clause

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

Agreed by: _____

Firm Name: _____

Address: _____

Oregon Resident Certificate

Please Check One:

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

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

SECTION 8 SIGNATURE PAGE

The undersigned proposes to perform all work as listed in the Specification section and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

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

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A - CITY OF PHILOMATH, OREGON ACKNOWLEDGMENT
OF ADDENDA**

Project Title: Utility Rate Study

Close: December 31, 2024, at 2:00 pm

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA *(If none received, write "None Received"):*

1) . _____

2) . _____

3) . _____

4) . _____

Date . _____

Signature of Proposer

Title

Corporate Name

ATTACHMENT B - CITY OF PHILOMATH, OREGON STATEMENT OF PROPOSAL

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Philomath's Qualification Based Request for Proposal for Utility Rate Study for water, sanitary sewer, and stormwater and the attached professional services agreement template (Attachment C):

Signature of authorized representative

Type or print name of authorized representative

Telephone Number _____

Type or print name of person(s) authorized to negotiate contracts

Telephone Number _____

ATTACHMENT C - CITY OF PHILOMATH SAMPLE SERVICE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT between The City of Philomath and _____

THIS AGREEMENT ("Agreement") is made and entered into as of the date first indicated on the signature page, by and between the City of Philomath, Oregon, (hereinafter referred to as the "City"), and _____, (hereinafter referred to as "Provider").

WHEREAS, City requires services which Provider is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Provider represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless terminated earlier in accordance herewith.

2. Provider's Services

The scope of Provider's services and time of performance under this Agreement are set forth in the Request for Proposals, Exhibit A and the Provider's Proposal, Exhibit B.

All provisions and covenants contained in Exhibits A and B are hereby incorporated by reference and shall become a part of this Agreement as is fully set forth herein. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written Agreement. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement, Exhibit A, and Exhibit B.

3. City's Responsibilities

The scope of City's responsibilities, including those of its Project Manager are defined in Exhibits A and B.

4. Compensation and Payment

4.1. Compensation. City agrees to pay Provider at the times and in the amount(s) set out and in accordance with Exhibit B. City and selected proposer will negotiate costs, and level of effort, based on the scope of services of a project assignment yet to be determined. The total award amount authorized per the contract is not to exceed \$XX, without prior authorization from the City of Philomath.

4.2. 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 forty (40) hours in any one week.

4.3. Withholdings from Compensation. Should Provider elect to utilize employees on any aspect of this Agreement, Provider shall be fully responsible for payment of all withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4.4. Medical Care for Employees. Provider shall 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 Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider 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).

4.5. Contributions to the Industrial Accident Fund. Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors (ORS 279B.220).

4.6. Payment Within Thirty (30) Days. Except for amounts withheld by City pursuant to this Agreement, Provider will be paid for services for which an itemized bill is received by City within thirty (30) days. City is not responsible for compensating Provider for costs or work performed in excess of scope of services as described in Exhibit A unless City has agreed in writing to a change in the scope of services as provided in Section 5 below.

4.7. Fees. City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered in the Request for Proposals and Exhibit A.

4.8. Payment of Claims by the City. If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City 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 Provider pursuant to this Agreement. The City's payment of a claim under this section shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

5. Change in Scope of Services

If at any time during the term of this Agreement Provider anticipates a change in the scope and/or timing of services as provided in Exhibit A, Provider shall immediately notify City in writing of the anticipated changes in scope, reasons for the change in scope, and additional costs associated with the change(s) in scope. The City's Project Manager or designee must authorize in writing any changes in the scope of services provided under this Agreement prior to the commencement of such changes in scope of services. The City is not responsible for additional costs associated with a change in scope of services, whether foreseen or unforeseen, unless written authorization is obtained from the City.

6. Document Authorization

All written documents, drawings, and plans submitted by Provider and intended to be relied on for the project shall bear the signature, stamp or initials of Provider or Provider's authorized Project Manager. Any documents submitted by Provider which do not bear Provider's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Provider or Provider's Project Manager need not be put in writing unless requested by the City and may be relied upon by the City.

7. Project Managers

City's Project Manager is NAME, TITLE, and Provider's Project Manager _____. Each party shall give the other prompt written notification of any change in their respective Project Manager.

8. Project Information

City shall provide full information regarding its requirements for the project. Provider agrees to share all project information and to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the project. No information, news or press releases related to the project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

9. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Provider has been retained, Provider becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformity with the Agreement or with any federal, state or local law, rule, or regulation, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Provider shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Provider shall neither constitute agreement with nor acquiescence to Provider's statement or claim, nor constitute a waiver of any of City's rights.

10. Provider is Independent Contractor

Provider shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation expressly provided for in this Agreement. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect Provider's independent ability (or the ability of Provider's insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

11. Discrimination Prohibited

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

12. Indemnity and Insurance

12.1. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City harmless from and indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this Agreement.

12.2. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence. Such insurance shall name City of Philomath, its officers, and agents as an additional insured.

12.3. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Provider is self-insured.

12.4. Professional Errors and Omissions: Provider shall provide City with evidence of professional errors and omissions liability insurance for the protection of Provider and its employees, insuring against bodily injury and property damage and arising out of or resulting from Provider's negligent acts, omissions, activities or services, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability.

12.5. Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days written notice to City before they may be canceled.

12.6. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

13. Provider's Standard of Care

The City agrees that in accordance with generally accepted construction practices, the Provider will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property. In the performance of its professional services, the Provider shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Provider will reperform any services not meeting this standard without additional compensation. Provider's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of Provider's failure to perform in accordance with the applicable standard of care or this Agreement.

14. Breach of Contract

14.1 Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this section, City may terminate that part of the Agreement affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

14.2 If the breach is material and Provider fails to remedy the breach in accordance with this section, City may declare Provider in default and pursue any remedy available for a default.

14.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Provider to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this section, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

14.4 To recover amounts due under this section, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other Agreement between Provider and City.

15. Mediation/ Trial without a jury

15.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the Benton County Circuit Court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees.

15.2 The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Philomath, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge

of the Benton County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section.

16. Early Termination

16.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

16.1.1 By mutual written consent of the parties; or

16.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Provider by mail or in person.

16.2 If City terminates the Agreement in whole or in part due to default or failure of Provider to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Provider shall be liable for all costs and damages incurred by City in procuring such similar service, and the Agreement shall be in full force to the extent not terminated.

16.3 If City terminates the Agreement for its own convenience, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier.

16.4 Termination under any provision of this section shall not affect any right, obligation or liability of Provider or City which accrued prior to such termination. Provider shall surrender to City items of work or portions thereof, referred to in Article's 20 and 27 of this Agreement for which Provider has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

17. Suspension of Work

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Provider. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Provider's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Provider. Should the City suspend, delay or interrupt the work and the suspension is not within the Provider's control, then the City shall extend the time of completion by the length of the delay and the method of compensation shall be adjusted to reflect the Provider's increase or decrease in its standard hourly rates.

18. Successors and Assignments

18.1. Each party binds itself, and any partner, successor, executor, administrator, or assign to this Agreement.

18.2. Neither City nor Provider shall assign or transfer their interest or obligation hereunder this Agreement without the written consent of the other party. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subsection shall be void.

19. Access to Records

City shall have access upon request to such books, documents, receipts, papers and records of Provider as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years unless within that time City specifically requests an extension. This clause shall survive the expiration, completion or termination of this Agreement.

20. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Agreement shall be the property of City.

21. Errors

Provider 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.

22. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Benton County, Oregon.

23. Adherence to Law

Provider shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Provider is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

24. Modification

Any modification of the provisions of this Agreement, in addition to those provided for in Section 5 of this Agreement, shall not be enforceable unless reduced to writing and signed by both parties.

25. Integration

This Agreement, including but not limited to Exhibits and Provider's proposal submitted to City, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents the provisions of this Agreement shall control.

26. Payment for Labor or Materials.

Provider shall make prompt payment of any claim for labor, materials or services furnished to the Provider by any person in connection with this Agreement as such claim becomes due. Provider shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Provider. If the Provider fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Provider under this Agreement.

27. Miscellaneous / General

27.1. Force Majeure. Neither party shall be responsible for damages or be deemed to be in default of Agreement by reason of delays in performance due to acts of God; strikes, lockouts, or industrial disturbances; acts of public enemies; orders of the government of the United States, or the State of Oregon, or their departments, agencies, political subdivisions, or officials; acts of any civil or military authority; riots; epidemics; and similar occurrences outside the control of Provider. In the cause of such an event happening, the time of completion shall be extended accordingly.

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

27.3. Conflict of Interest. Except with City's prior written consent, Provider shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

27.4. No Waiver of Legal Rights. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.