

# CITY OF ST. HELENS



## REQUEST FOR PROPOSALS SPECIAL EVENT COORDINATION AND MANAGEMENT SERVICES

Date of Issue: **April 22, 2024**

Closing Date and Time: **May 22, 2024 at 4:00 p.m.**

Single Point of Contact (SPC): John Walsh, City Administrator

City of St. Helens

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# SECTION 1: GENERAL INFORMATION

## 1.1 INTRODUCTION

The City of St. Helens, an Oregon municipal corporation (“City”), is issuing this Request for Proposals (“RFP”) to seek proposals from qualified contractors to support the City’s tourism program by providing special event coordination and management services.

The City anticipates the award of one (1) contract from this RFP.

Additional details on the scope of the services sought are included in the Scope of Work section of the RFP.

The City’s current agreement for special event coordination and management services expires on June 30, 2024. The initial term of the contract is anticipated to commence on July 1, 2024 and continue through December 31, 2025.

## 1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change through issued Addenda.

Event	Date	Time
Issuance of RFP	April 22, 2024	
Questions / Requests for Clarification Due	May 13, 2024	5:00 PM
RFP Protest Period Ends	May 13, 2024	5:00 PM
Issuance of Answers/Addenda Deadline	May 17, 2024	
Closing (Proposal Due)	May 22, 2024	4:00 PM
Opening of Proposal	May 22, 2024	4:30 PM
Issuance of Notice of Intent to Award (approx.)	June 6, 2024	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	
Contract Commences	July 1, 2024	

## 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

## **SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE**

### **2.1 AUTHORITY AND METHOD**

The City issues this RFP pursuant to its authority as a “local contracting agency” as defined by ORS 279A.010(1)(p). The City Council is the “local contract review board” as defined by ORS 279A.010(1)(o) and Chapter 2.04 of the City’s Municipal Code (“Public Contracting Code”).

The City is using the Competitive Sealed Proposal method for this procurement, pursuant to ORS 279B.060, OAR 137-047-0260 and Public Contracting Code 2.04.120(5)(a).

### **2.2 OVERVIEW AND PURPOSE**

#### **2.2.1 Owner Overview and Background**

The City of St. Helens is in Columbia County, Oregon. Located on the Columbia River approximately 30 miles north of Portland, the City serves an area of 5.3 square miles with a population of 14,560. The City’s Tourism Program produces meaningful events and activities that draw visitors, fill hotel rooms, support local merchants, and improve community identity and livability. To ensure sustainability, the program costs are expected to be fully recovered through event revenues and sponsorships. The City’s Tourism Program brings in annually around 70,000 visitors to the City. The program’s signature events include 13 Nights on the River, 4<sup>th</sup> of July Celebration, Spirit of Halloweentown, Christmas Tree Lighting, and the Sand Island Sandcastle Competition. Other events include Science Circus in the Plaza, Mardi Gras Street Party, and Nightmare on 4<sup>th</sup> Street.

13 Nights on the River is a popular concert series which has been a Thursday night favorite in the Columbia View Park from June through Labor Day. The 2024 event will be held at McCormick Park due to ongoing construction at both the riverfront and downtown areas. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community. The Total Budget (excluding management fee) for this event is approximately \$60,000 with an expectation of \$60,000 in sponsorships and event revenue.

The Independence Day celebration has been a long-standing tradition on the waterfront. The Total Budget (excluding management fee) this event is approximately \$20,000 with an expectation of \$15,000 in sponsorships and event revenue.

Spirit of Halloweentown has grown into an international event attracting tens of thousands of visitors to experience the magical place where Halloweentown was filmed in 1998. The event has expanded from a modest community celebration into a month-long program where the city transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visits, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, city tours, haunted houses, a gift shop, and much more. The event provides the opportunity for community organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business

and covering the expenses of operating the event. The Total Budget (excluding management fee) for this event is approximately \$100,000 with expectation of \$70,000 in sponsorships and event revenue.

The Christmas Tree Lighting Ceremony occurs annually on the evening the Christmas Ships visit in December. The City provides the ship captains' dinner, Santa and Mrs. Claus visit, amplified or live holiday music, free hot chocolate, and warming barrels along the waterfront. The Total Budget (excluding management fee) for this event is approximately \$4,000.

In 2021, the City held its first annual Sand Island Sandcastle Competition. The competition generally takes place in August and brings in award-winning sandcastle carvers from across the country to showcase their creations.

## **2.3 SCOPE OF WORK/SPECIFICATIONS**

Responsive Proposals will be based on the following Scope of Work:

### **2.3.1 Support and Coordination of Tourism Season**

**2.3.1.1 Develop and manage special events logistical plans and timeline**

**2.3.1.2 Create detailed special event maps**

**2.3.1.3 Create a marketing strategy targeted at increasing attendance numbers and promoting community participation in event activities, including advertisement and promotion through digital and social media**

**2.3.1.4 Create and coordinate informational brochures for visitors**

**2.3.1.5 Collaborate with City staff regarding necessary street closures and the provision of notice to impacted residents**

### **2.3.2 Budget Development**

**2.3.2.1 Prepare event budget proposals for City review and approval**

**2.3.2.2 Pay all deposits, fees and other costs associated with event planning, marketing and execution**

**2.3.2.3 Manage the collection and recording of all receipts, sponsorships and any other revenues associated with events**

**2.3.2.4 Prepare financial reports accurately detailing revenues and expenditures, with supporting documentation**

### **2.3.3 Event Vendors & Registration**

**2.3.3.1 Solicit vendors to participate at events**

**2.3.3.2 Collect fees from event vendors and prepare accounting of all revenues received**

**2.3.3.3 Recruit musical talent, as appropriate for event**

**2.3.3.4 Build and manage event vendor registration database**

**2.3.4 Sponsorship Acquisition**

**2.3.4.1 Solicit sponsors to participate at event**

**2.3.5 Audio-Visual and Photographer Support**

**2.3.5.1 Identify all AV needs for events**

**2.3.5.2 Work with AV company on requirements for events**

**2.3.5.3 Secure and coordinate with photographer and/or videographer**

**2.3.6 Day-of Event Support**

**2.3.6.1 Coordinate event walk throughs, rehearsals, and installation of all equipment necessary for the proper execution of the event**

**2.3.6.2 Create logistics, program, and contact list for service vendors for staff, volunteers, AV support and others as needed**

**2.3.6.3 Provide on-site supervision and event flow management and event vendors during the event**

**2.3.6.4 Manage event registration and distribution of materials (programs, handouts, etc.)**

**2.3.6.5 Other day-of tasks as necessary**

**2.3.7 Reports/Updates**

**2.3.7.1 Participate in council meetings upon request to provide event status updates and recaps**

**2.3.7.2 Prepare other event-related reports as requested by the City**

## **SECTION 3: PROPOSAL REQUIREMENTS**

### **3.1 GENERAL PROPOSAL CONTENT GUIDELINES**

A Responsive Proposal must address each of the elements listed in this Section and all other requirements set forth in this RFP, in light of each specified service listed in the Scope of Work of Section 2.3. As appropriate, a Responsive Proposal shall describe the services to be performed. A Proposal that merely offers to provide the goods or services described in this RFP will be considered non-Responsive to this RFP, and will not be considered further.

A Proposal should not include extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. A Proposal should be straightforward and address directly the terms of the RFP. A Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if specific requested information is difficult to locate.

A Proposer's Proposal is valid for a period of 90 days after the Closing Due Date.

## **3.2 PROPOSAL SUBMISSION REQUIREMENTS**

### **3.2.1 Proposal Elements**

To be considered for evaluation, a Proposal must contain each of the following elements:

- Cover Letter
  - The cover letter shall stipulate the proposal is predicated upon the terms and conditions of this RFP and include the Proposer's understanding of the work to be performed and why they are qualified to perform such work.
  - The cover letter shall also identify the contact person for the Proposer's proposal and the person's phone number and email address.
  - The cover letter must contain the signature of an authorized representative of the Proposer.
- Proposer Qualifications and Experience
  - Description of Proposer's background including demonstrated experience in planning and managing festivals/events for public audiences. Proposals should include specific examples of events similar to that which is described in this RFP.
  - Proposals should state the size of the firm, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement.
  - Proposer shall include a listing of persons who would be assigned to perform services described in the RFP, along with a description of their roles and responsibilities and relevant experience and qualifications. List any pending or previous litigation over the past 5 years related to organization's work.
- Special Event Coordination and Management Proposal
  - Proposals shall describe Proposers approach to planning and managing a tourism program. This should include an understanding of event objectives and propose a method to insure the Services are successfully achieved. The

Proposal should address each of the services described in the Section 2.3

- Price Proposal
  - The Price Proposal should be delivered with the Proposal in a separately sealed envelope containing only the Price Proposal, The Price Proposal will be segregated from the rest of the Proposal, and evaluated as discussed in Section 4.10.2., below.
  - Proposers shall provide information pertaining to costs to be charged for event planning and management services. This should include information pertaining to how these costs were calculated including the hourly rate for all persons proposed to work the event.
- Proposer Information and Certification Sheet
- Responsibility Inquiry
- Disclosure Exemption Affidavit
  - If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit. Proposer also shall submit a fully redacted version of its Proposal, clearly identified as the redacted version, in addition to the above-required copies.

### **3.2.2 Proposal Page Limits**

A Proposal shall be limited to twenty-five (25) pages. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the 25-page limit:

- Proposer Information and Certification Sheet
- Responsibility Inquiry
- Disclosure Exemption Affidavit
- Key Persons and Professional Biographies

## **SECTION 4: SOLICITATION PROCESS**

### **4.1 PUBLIC NOTICE AND ADDENDA**

Public notice of this RFP has been published in the following newspapers of general circulation:

Daily Journal of Commerce, <http://djcoregon.com>

Columbia County Chronicle & Chief, <http://www.thechronicleonline.com>

Columbia County Spotlight Newspaper, <http://www.columbiacountyspotlight.com>

The RFP and all related attachments can be obtained on the City's Bids and RFPs webpage at



<https://www.sthelensoregon.gov/rfps>. Hard copies of the RFP or related attachments will not be mailed to prospective Proposers.

Modifications, if any, to this RFP or related attachments will be made by written Addenda and will be published on the above-referenced webpage.

All Addenda, if any, are hereby incorporated into this RFP by this reference.

#### **4.2 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will not be held for this RFP.

#### **4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS**

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Identify the Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule herein.

#### **4.4 SOLICITATION PROTESTS**

##### **4.4.1 Protests to RFP**

Any prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process and the Scope of Work. This is a prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda to the RFP as provided below.

##### **4.4.2 Protests to Addenda**

Any prospective Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted by 5 p.m. Pacific Time of the second Business Day after issuance, or the date/time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

##### **4.4.3 All Protests must:**

- Be delivered to the SPC via email;
- Identify the prospective Proposer's name and contact information;
- Be sent by an authorized representative;

- State the reason for the protest, including:
  - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based;
- State the proposed changes to the RFP provisions or other relief sought;
- Protests to the RFP must be received by the due date and time identified in the Schedule; and
- Protests to Addenda must be received by the due date identified in this RFP or in the respective Addendum.

#### **4.5 PROPOSAL DELIVERY OPTIONS**

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements. The City is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

##### **Delivery through Email**

A Proposal may be delivered through email and must be received prior to Closing. The subject line of the email must clearly identify the Proposer's name and the RFP name. It must be sent to the attention of the SPC at the email address listed on the cover page of this RFP.

##### **Delivery through Postal Service**

A Proposal may be delivered via U.S. postal service. The envelope must be addressed to the attention of the SPC and include the RFP name on the outside of the envelope.

##### **Delivery through Hand-Delivery**

A Proposal may be delivered via hand-delivery to the City of St. Helens with the RFP name stated on the outside of the envelope.

#### **4.6 PROPOSAL MODIFICATION OR WITHDRAWAL**

If a Proposer wishes to make modifications to a submitted Proposal, it must submit its modification in accordance with the authorized method listed in the Proposal Delivery Options section. To be effective the notice must include the RFP name and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to Closing. A Proposer may also withdraw a submitted Proposal in person upon presentation of

appropriate identification and evidence of authorization. To be effective the notice must include the RFP name.

#### **4.7 PROPOSAL DUE**

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

#### **4.8 PUBLIC OPENING**

A public Opening will be held on the date and time listed in the Schedule and at the location stated on the cover page of this RFP. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued.

#### **4.9 PROPOSAL REJECTION**

The City may reject a Proposal for any of the following reasons:

- The Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- The Proposer fails to meet the responsibility requirements of ORS 279B.110.
- The Proposer makes any contact regarding this RFP with the City representatives, officers, employees, or board members other than the SPC or those the SPC authorizes, or has inappropriate contact with the SPC.
- The Proposer attempts to influence a member of the Evaluation Committee or Interview Panel.

#### **4.10 EVALUATION PROCESS**

##### **4.10.1 Responsiveness and Responsibility Determination**

###### **4.10.1.1 Responsiveness Determination**

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements stated herein. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal will be rejected.

###### **4.10.1.2 Responsibility Determination**

The City will determine if an apparent successful Proposer is “responsible,” as that term is used in the Oregon Public Contracting Code, prior to award and execution of the Contract. Proposers shall submit a signed Responsibility Inquiry form with a Proposal. At any time prior to award, the City may reject a Proposer found not to be responsible.

**4.10.2 Written Proposal Evaluation**

Each Proposal meeting all responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee number and members will be determined and assigned in the sole discretion of the City and may be subject to change.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Evaluators will evaluate and assign in their discretion a score for the Executive Summary and Services Proposal (the “Subjective Elements”), up to the maximum listed below for each element:

<b>TOTAL POINTS POSSIBLE:</b>		100
RFP Section	<b>SUBJECTIVE ELEMENTS:</b>	Maximum Score
3.2.1	Cover Letter	5
3.2.1	<u>Services Proposal</u>	
	Proposer Qualifications and Experience	30
	Special Event Coordination and Management Proposal	45
	<b>OBJECTIVE ELEMENTS:</b>	
4.10.1.1/ 4.10.1.2	Responsiveness and Responsibility Inquiry	Pass/ Fail
3.2.1	Price Proposal	20

Following evaluation of the Subjective Elements, Proposer Price Proposals shall be opened and scored on the following objective basis, for a total maximum Proposal score of 100:

- Proposer with the lowest total Price Proposal will receive 20 points.
- Proposer with the second lowest total Price Proposal will receive 10 points.
- Proposer with the third lowest total Price Proposal will receive 5 points.
- All other Proposers will receive 0 points.

The City prefers Oregon goods and services, and for evaluation purposes, the City reserves the right per ORS 279A.128 to subtract 5% from the price for any Proposer

proposing all goods fabricated or processed or all services performed entirely in Oregon before calculating the price score.

#### **4.11 RANKING OF PROPOSERS**

Based on the above scoring rubric, the Evaluation Committee shall score each of the responsive Proposals and present the SPC with their scoring worksheets. The SPC will average the scores for each Proposal. After any applicable preference has been applied, the SPC will determine the rank of each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

The City may, in its sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, the City will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

##### **4.11.1 NEXT STEP DETERMINATION**

At the conclusion of a round of competition, the City may choose to conduct additional round(s) of competition if in the best interest of the City. Additional rounds of competition may consist of, but will not be limited to,

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations

##### **4.11.2 COMPETITIVE RANGE DETERMINATION**

If the City, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at the City's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. The City will post a notice on its webpage of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

#### **4.12 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS**

If the City conducts two or more rounds of competition, the rounds will be scored independently. Once the ranking from a previous round is complete and a Competitive Range has been determined, Proposers participating in a subsequent round will compete on an equal basis – scores from the previous round will be set aside and will not carry over. The Proposer with the highest score from the final round will receive the highest final ranking.

## **SECTION 5: AWARD AND NEGOTIATION**

### **5.1 AWARD NOTIFICATION PROCESS**

#### **5.1.1 Award Consideration**

The City, if it awards a Contract, will award a Contract to the highest-ranked Responsible Proposer based upon the scoring methodology and process described in Section 4. In the City's sole discretion, the City may award less than the full Scope of Work defined in this RFP, or may determine not to award the Contract to any Proposer, if the City determines no award to be in its best interests.

#### **5.1.2 Intent to Award Notice**

The City will notify all Proposers in writing that the City intends to award a Contract to the selected Proposer(s) subject to successful Contract negotiations.

### **5.2 INTENT TO AWARD PROTEST**

#### **5.2.1 Protest Submission**

An Affected Proposer shall have seven (7) calendar days from the date of the Intent to Award notice to file a written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for a Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive;
- The City has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP;
- The City abused its discretion in rejecting the protestor's Proposal as non-Responsive; or
- The City's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If the City receives only one Proposal, the City may elect to dispense with the evaluation process and Intent to Award protest period and proceed directly with Contract Negotiations and award with the sole Proposer.

##### **5.2.1.1 Protests must:**

- Be delivered to the SPC via email
- Reference the RFP name
- Identify Proposer's name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest

- Be received within 7 calendar days of the Intent to Award notice

### **5.2.2 Response to Protest**

The City will address all timely submitted protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by the City.

## **5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS**

Proposer who is selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

### **5.3.1 Taxpayer Identification Number**

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the City or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

### **5.3.2 Business Registry**

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

### **5.3.3 City Business License**

If selected for award, Proposer shall provide or obtain a business license issued by the City granting the Proposer the privilege to carry on a business within the City in accordance with the City of St. Helens Business License Code before executing the Contract.

### **5.3.4 Pay Equity Certification**

If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to the City a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit [www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf](http://www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf).

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.

### **5.3.5 Nondiscrimination in Employment**

As a condition of receiving the award of a Contract under this RFP, Proposer must certify

by their Signature on Proposer Information and Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

### **5.3.6 Pay Equity Compliance**

As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor'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 compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this 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.

## **5.4 CONTRACT NEGOTIATION**

### **5.4.1 Negotiation**

After selection of a successful Proposer, the City may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees (1) to comply with the requirements of the RFP, and (2) that all proposed terms of service provision of a Proposal, and the prices listed on a submitted Price Proposal Form, shall constitute a final and binding offer of Proposer throughout the duration of Contract negotiations.

In the event that the parties have not reached mutually agreeable terms within seven (7) calendar days of commencement of negotiations (as determined by the Procurement Schedule contained herein), the City, at its discretion, may terminate negotiations and commence Contract negotiations with the next highest ranked Proposer.

## **SECTION 6: ADDITIONAL INFORMATION**

### **6.1 GOVERNING LAWS AND REGULATIONS**



This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Columbia County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the City of any form of defense or immunity, or as consent to the jurisdiction of any court.

## **6.2 OWNERSHIP/PERMISSION TO USE MATERIALS**

All Proposals are public record and are subject to public inspection after the City issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the property of the City. By submitting a Proposal in response to this RFP, Proposer grants to the City a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

## **6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.**

Pursuant to ORS 279B.100, the City may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the City, as determined by the City. The City shall not be liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

## **6.4 COST OF SUBMITTING A PROPOSAL**

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

## **6.5 RECYCLABLE PRODUCTS**

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025).

# ATTACHMENT A -

## 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): \_\_\_\_\_

**Any individual signing below hereby certifies they are an authorized representative of Proposer and 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 Closing.
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 signing 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, sex, creed, age, religious affiliation, gender, disability, veteran status, sexual orientation, or 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. The City 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 this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this 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 and Proposer's employees, agents, and subcontractors 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://www.sam.gov/portal/>
9. 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 City, 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 City in writing.
10. 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.
11. 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.

**12.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work at the time of Contract execution.

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Authorized Signature

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Date

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(Printed Name and Title)

# ATTACHMENT B

## RESPONSIBILITY INQUIRY

The City will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, Agency may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an Agency finding of non-responsibility and rejection.

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES**  / **NO** .
  
2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: \_\_\_\_

How many contracts did not meet those standards? Number: \_\_\_\_ If any, please explain.

Response:
-----------

3. Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
  - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
  - violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or
  - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES**  / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:
-----------

4. Within the last three years, has Proposer had:

- any contracts terminated for default by any government agency, or
- any lawsuits filed against it by creditors or involving contract disputes? **YES**  / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Proposer have any outstanding or pending judgments against it? **YES**  / **NO** .

Is Proposer experiencing financial distress or having difficulty securing financing? **YES**  / **NO** .

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES**  / **NO**

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES**  / **NO** .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon and/or the City of St. Helens? **YES**  / **NO** .

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES**  / **NO**  / **N/A** . [If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective

contract, then it is not necessary to resubmit it. Just indicate “see Bid” or “see Proposal” in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

Response:
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**AUTHORIZED SIGNATURE**

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Proposer Name:	RFP Name: Special Event Coordination and Management Services
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Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Title \_\_\_\_\_

# ATTACHMENT C

## DISCLOSURE EXEMPTION AFFIDAVIT

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing  
\_\_\_\_\_ (hereafter "Proposer"), hereby deposes and swears or affirms under penalty  
of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about \_\_\_\_\_ (the "Proposal"), to the City of St. Helens in response to the Request for Proposals for Special Event Coordination and Management Services, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
  - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
    - i. is not patented,
    - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
    - iii. has actual or potential commercial value, and
    - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or



- B.** Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
- i.** Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
  - ii.** Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
- 5.** I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

\_\_\_\_\_  
Affiant's Signature

STATE OF OREGON )  
                                      ) ss:  
County of \_\_\_\_\_ )

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (Affiant's name).

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A TO ATTACHMENT C**

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

**ATTACHMENT D**  
**SAMPLE CONTRACT**

City of St. Helens  
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and \_\_\_\_\_ (“Contractor”), collectively the “Parties”.

**RECITALS**

- A. The City is in need of services to produce and manage the “Events” listed in Attachment A attached hereto.
  
- B. The City has determined Contractor to be qualified and capable of performing the services sought by the City.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

- 1. Engagement.** The City hereby engages Contractor to provide services related to Special Events Management (the “Services”), and Contractor accepts such engagement on the terms and conditions set forth herein.
  
- 2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
  
- 3. Term.** This agreement shall become effective upon the full execution by the Parties (the “Effective Date”) and shall terminate on December 31, 2025, unless sooner terminated in accordance with the terms stated herein (the “Initial Term”). This agreement may be renewed annually for up to three (3) years through December 31, 2028 by mutual written agreement of the Parties. Notice of intent to renew shall be provided by the City no later than 45 days prior to December 31<sup>st</sup> of each year. If a renewal is not agreed to by the parties by January 31<sup>st</sup>, the City may issue Requests for Proposal to other contractors, or manage the Services internally.
  
- 4. Compensation.** The terms of compensation for the Contractor shall be as provided in Attachment C.
  
- 5. Budgeting/Purchases on Behalf of City.** Contractor shall submit budget proposals for all identified events by January 31<sup>st</sup> of each year. The City shall promptly review and request revisions or approve the budget proposals by March 1<sup>st</sup> of each year. Contractor shall perform and complete the services set forth in Attachment A within the final budget

agreed to by the Parties in writing.

**5.1. Purchases on behalf of City equal to \$5,000, but less than \$10,000.** Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$5,000 (Five thousand dollars), but less than \$10,000 (Ten thousand dollars) shall require pre-approval from the City Administrator. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.2. Purchases equal to or greater than \$10,000.** Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$10,000 (Ten thousand dollars) shall require pre-approval from the City Council. The Finance Director shall also be informed of the asset purchase price and description for auditing purposes. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.3. Process and Method.** All expenditures shall be made by Purchase Card provided to Contractor or physical check from the tourism bank account managed by Contractor and the City. No purchases or exchanges of services shall be made as a method or form of payment between parties. Contractor shall be responsible for all payables and disbursements pertaining to the approved tourism budget and agreed payments to vendors and groups that assist tourism activities for payment. Contractor shall also be responsible for all payments, utilities, and taxes relating to use of the Masonic Building, as well as all expenses relating to garbage and temporary facilities.

**5.4. Contractor's Discretion.** Provided Contractor receives approval as set forth in Sections 5.1 and 5.2 above, contractor shall have discretion and control to utilize any assets or equipment as Contract deems appropriate or necessary to perform the Services. This Section 5 is not intended to interfere with Contractor's ability to purchase any assets or equipment on Contractor's own behalf for Contractor's business as Contractor deems appropriate or necessary to perform the Services.

**6. Specific Event Planning.** Contractor shall submit a written plan and summary of events at least 60 days in advance for review by the City Administrator, Public Works Director, and Police Chief. Spirit of Halloweentown shall be submitted no later than 90 days in advance of the start date. The City has the right to request changes to events to ensure fiscal responsibility, safety and security, and assurances of proper set-up equipment and staff time is allocated to create a successful event. The City may request additional information or additional resources be allocated to ensure the safety and security of events, which may include additional costs at the burden of the tourism account and overall program expenditures. Departments requesting changes or additional

resources shall make their request in writing to the City Administrator and Contractor no less than 45 days prior to the event for consideration.

**7. End of Event and End of Year Reporting Standards.** The contractor is required to produce a written report after each event and submit the report to the City Administrator no later than 45 days after each event. This report will be made available to the City Council at their request. The report shall include: (a) a summary of revenues and expenditures for the Event; (b) a summary of feedback from local business owners and community members; and (c) a summary of recommended improvements for the following year.

**8. Revenue/Banking Services.** Contractor and City shall establish an account at a local bank branch (the “Tourism Account”) to hold all Tourism Funds generated by the Events, and Contractor shall deposit all Tourism Funds generated and received by Contractor, including but not limited to all cash payments, funds generated through tourism websites and electronic transactions in any form, into the Tourism Account within three (3) days of receipt by Contractor. The parties shall have joint access to the Tourism Account and receive monthly account statements. The monthly account statements shall be reconciled by the City to ensure proper accounting. Contractor is responsible for ensuring that all Tourism funds monies properly into the tourism bank account. For purposes of this Agreement, Tourism Funds are defined as any and all gross revenue generated by any Events set forth in Attachment A, or any other Events agreed upon by the Parties.

**8.1. Electronic payments.** Contractor shall set up all electronic payments received to be deposited directly into the Tourism Account. Contractor shall further provide the City Administrator and Finance Director with access to all electronic processing sites to confirm payments and processing reports.

**8.2. Cash payments.** To the extent possible, Contractor shall discourage the use of cash payments at Events and will provide patrons, vendors and merchants with a “Square” card reader that can be setup to accept any type of payment.

**8.2.1.** If cash is accepted as a means of payment, Contractor will utilize a reconciliation method to track and account for all cash payments received. A cash reconciliation report shall be completed and signed Contractor and at least one other person that was present during the event that cash was accepted.

**8.2.2.** All cash will be turned into the City’s utility billing department for receipt no later than seven days after the end of the event or weekly if cash payments exceed \$500 (five hundred dollars) per week. All cash payments should be prepared with a

description of what the cash is for/from and should give the total amount of cash turned in. This amount will be confirmed by the utility billing staff and deposited into the tourism bank account.

**8.2.3.** If Contractor needs cash for an upcoming event, these funds may be pulled from the tourism bank account. No cash on hand at any point should exceed \$2,000 (two thousand dollars). The Contractor will be provided by the City with a secure location where cash may be held during events.

**9. Compliance.** The City, at its discretion, may suspend or withhold payments in the event Contractor fails to comply with requirements in this agreement. Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**10. Independent Contractor.** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided to City employees. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contract is not to be considered an officer, employee, or agent of the City for any purpose. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

All persons employed by Contractor and that may participate in the Contractor's performance of the services is provided in this agreement shall be considered Contractor's employees, subcontractors, agents, or principals and not principals, agents, or employees of the City. Contractor covenants and agrees not to hold itself out as an employee of the City and Contractor acknowledges that its employees have no right or entitlement in or to any right, privilege or benefit which would accrue to an employee of the City for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code related to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), and other benefit payments or third-party liability claims.

**11. Location, Resources and Equipment.** As an independent contractor providing Services to the City hereunder, Contractor will provide any resources it determines are needed to provide the Services. Contractor shall be responsible, at its own cost and expense, to furnish the necessary personnel, incidental services, equipment and facilities to perform the Services at its own office location, including without limitation its own

computer, internet access, facsimile machines, photocopy machines, computers, printers and other equipment and facilities necessary to perform his responsibilities hereunder. Nothing in this Agreement shall be deemed a requirement that Contractor incur a cost or expense except as it chooses in its sole discretion. Notwithstanding the above, Contractor shall be permitted access to use of City facilities and equipment when at the City location as requested and approved by City, and only to the extent necessary to perform the Services.

Contractor shall be provided use of specific areas of City Hall during specified events and provide access to adequate storage facilities that contain City assets and tourism related materials. No official place of business, desk, or office shall be used by Contractor during normal business hours. Contractor may use shared common space within City Hall to conduct business during regular City hours of operation but shall not deter employees from needed meeting spaces. Contractor shall not be located at the front of City Hall to ensure that citizens and patrons do not get the impression of a City employee and Contractor shall not assist customers during normal City Hall hours of operation.

**12. Hiring Employees.** Contractor may select and hire individuals besides Contractor's Principal to assist Contractor in providing the Services solely as employees not independent contractors. Contractor shall comply with applicable federal, state, regional and local laws and regulations in performing the services and in any of its dealings with its employees, including, but not limited to, laws and regulations regarding workplace safety, immigration, payment of wages, child labor, discrimination, harassment, retaliation and protected leaves. Contractor acknowledges and agrees City shall not be responsible for complying with such laws in any of City's dealings with Contractor's employees.

**12.1.** Contractor's employees and volunteers will wear clothing that states "Event Staff" during all Tourism events to distinguish Contractor's employee and volunteers from City employees.

**12.2.** In the event Contractor utilizes City employees to perform work, Contractor agrees that Contractor shall reimburse City for use of such employees at without being billed for employees' time. The City will provide a work force to place any assets that physically connect to a City or county structure. All work provided during normal business hours by City employees shall be tracked and billed monthly to Contractor and the Finance Director for accounting purposes and to ensure transfer of funds. City employees may volunteer after normal working hours and shall not be billed by the City for their time.

**13. Ownership and Work Made for Hire.** City currently owns several websites and social media accounts that Contractor may be given access to convey appropriate marketing for events. Any ads or materials created for public use shall become the



property of the City. Any reuse or alteration of any work produced under this agreement, except as contemplated here, shall be at City's sole risk.

**13.1.** All materials produced for the City by Contractor or Contractor's employees performing services covered by this agreement shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act, as amended. If any portion of such work is determined not to be a work made for hire, Contractor hereby sells, assigns, and transfers to the City all present and future right, title, and interest, including all copyrights and trademarks, so that all copyrights for the work related to the work will immediately and automatically be the sole and absolute property of the City. Contractor shall, at the expense of City, execute any instruments and do all other things reasonably requested by City (both during and after the term of this agreement) to vest more fully in City all ownership rights in the transferred materials.

**13.2.** By January 31<sup>st</sup> of each year, Contractor shall submit a summary of all Events produced during the prior year. Such summary shall include all documentation, paperwork, and backup materials for the previous years' events to ensure a continuity of tourism operations should the current contractor not be selected to provide services in the new year.

**14. Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as property given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

City: City of St. Helens  
Attention: City Administrator  
265 Strand Street  
St. Helens, OR 97051  
Email: jwalsh@sthelensoregon.gov

Contractor: \_\_\_\_\_  
[ADDRESS]  
Email: \_\_\_\_\_

Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this paragraph.

**15. Standard of Care.** Contractor shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**16. Consequential Damages.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either Party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**17. Insurance.** At all times during the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**17.1.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew coverage without thirty (30) days' prior written notice to the City.

**17.2.** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**17.3.** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insured's (except for the professional liability and workers' compensation insurance). Renewal certificates shall be sent to the City at least ten (10) days prior to coverage expiration.

**17.4.** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**18. Workers' Compensation.** Contractor shall carry workers' compensation insurance as and to the extent required by law and shall provide the City with appropriate proof of such insurance reflecting the required coverage prior to commencement of any Services. Contractor assumes full responsibility for any liability and exposure under law relating to workers' compensation because of any performance of Services under this Agreement and will hold the City harmless for and from any industrial accident or liability that is attributable to Contractor.

**19. Termination.** At any time and without cause, the City or Contractor shall have the right in their sole discretion to terminate this agreement by giving 90 days written notice to the other Party. If City terminates this Agreement pursuant to this section, the City shall pay Contractor for services rendered to the date of termination or 90 days compensation whichever is more.

**20. No Third-Party Rights.** This agreement shall not create any rights in or inure to the benefit of any parties, whether directly, indirectly, or otherwise, other than City and Contractor.

**21. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the Parties.

**22. Waiver.** A waiver by a Party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**23. Indemnification.** Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees ("Claims") that arise from the negligent or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor, except to the extent that the Claims arise out of the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**24. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

## **25. Compliance with Law.**

**25.1.** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**25.2.** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

**25.3.** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**25.4.** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and shall also comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**25.5.** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

**26. Confidentiality.** Contractor understands the nature of the Services means the Contractor may be privy to information that is confidential or proprietary and shall not be disclosed to any third person or entity without the City’s consent either during the term of this Agreement or after its termination.

**27. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**28. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the Parties hereto and such Parties’ partners, successors, executors, administrators, and assigns.

**29. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this

Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**30. Dispute Resolution.** Should a dispute arise between the Parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The Parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon 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. Nothing in this section shall preclude a Party from seeking equitable relief to enjoin a violation of this Agreement.

**31. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the Parties so disabled, including, but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other Party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim of additional compensation. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

**32. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**33. Inspection and Audit by the City.** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the services under this agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or public documents shall be provided to the City free of charge that do not conflict with any third party or contractor that requires nondisclosures to obtain engagement.

**33.1.** The City shall have the right to inspect and audit financial records pertaining to the services under this agreement at any time during the term of this agreement or within three (3) years following the termination of this agreement.

**34. Entire Agreement.** This agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

**35. Severability.** If any provision of this agreement is held to be invalid, it will not affect the validity of any other provision. This agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this agreement to be executed by its duly authorized undersigned agents, and Contractor has executed this agreement on the date written below.

**City of St. Helens Council Meeting Date of Approval:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT A

### City of St. Helens, Oregon Special Event Coordination and Management Services Scope of Work

#### TOURISM PROGRAM OBJECTIVE

The primary objective of the City's Tourism program is to draw people to the St. Helens community for a positive visitor experience. The strategy proposed for achieving this goal is to continue producing meaningful events and activities that draw visitors, fill hotel rooms, support local merchants, and improve community identity and livability. To ensure sustainability, the program costs are expected to be fully recovered through event revenues and sponsorships.

#### EVENT DESCRIPTIONS

1. 13 Nights on the River

This popular 13 Nights on the River concert series has been a Thursday night favorite in the Columbia View Park from June through Labor Day. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community.

2. Fourth of July

The Independence Day celebration has been a long-standing tradition on the waterfront. Contractor should anticipate working collaboratively with community organizations to ensure a quality and cost-effective event.

3. Spirit of Halloweentown

This event has grown into an international event attracting tens of thousands of visitors to experience the magical place where Halloweentown was filmed in 1998. The event has expanded from a modest community celebration into a month-long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visits, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, city tours, haunted houses, a gift shop, and much more. The event provides the opportunity for community organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business and covering the expenses of operating the event.

4. Christmas Tree Lighting

The Christmas Tree lighting ceremony occurs annually on the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza decorations including the Christmas Tree lighting and activities the night of the event. Traditionally, the City Public Works employees will assist in the tree installation and decorations. The City provides the ship captains' dinner, Santa and Mrs. Claus visit, amplified or live holiday music, free hot chocolate, and warming barrels along the waterfront.

5. Other events

Contractor and City may opt to produce additional events and activities throughout the year to ensure program sustainability. Such additional events must be authorized by the City Administrator and City Council. These additional events should be produced with no additional cost burden to the City. No additional compensation is provided to Contractor for additional events, however additional revenue and sponsorships may increase the revenue sharing portion of the contract at the end of the year that is paid to Contractor.

## **SCOPE OF SERVICES**

Contractor will be responsible for all coordinating and managing City events from inception to completion. Contractor's services may include the following:

- Advertising, promoting, and marketing events.
- Manage the City's social media and event accounts.
- Create, manage, and reconcile event budgets, revenues, and expenditures.
- Solicit sponsorships for events.
- Create and coordinate informal brochures for visitors.
- Provide adequate event staffing and management services.
- Recruit musical talent.
- Coordinator vendors.
- Ensure clean-up during and after each event without burdening City staff.
- Coordinate with City and county departments to ensure good communication and event logistical support.
- Utilize, manage, and coordinate community volunteers.
- Ensure deliverables are on time, on budget and meet City expectations.
- Report/Update verbally and in writing, as requested, to the City Administrator on events.
- Submit written final reports to the City Administrator timely and accurately as outlined in the contract.



## **ATTACHMENT B**

### **City of St. Helens, Oregon Special Event Coordination and Management Services Insurance Requirements**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute towards, insurance provided by the Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

- General Liability Insurance with a coverage minimum of \$1,000,000.
- Automobile liability insurance
- Workers' Compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as additional insured but must list the City as a certificate holder and provide thirty (30) day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to the City Administrator. Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

## **ATTACHMENT C**

### **City of St. Helens, Oregon Special Event Coordination and Management Services Terms of Compensation**

City agrees to pay contractor \$120,000 (One Hundred Twenty Thousand Dollars) per year, paid in twelve monthly installments for and in consideration of the faithful performance of the services. Any reimbursable approved expenses shall be billed at cost without markup. The monthly installment shall be billed to the City through an invoice to the Finance Department for payment after approved signature from the City Administrator.

At the end of each calendar year, the City will review revenue and expenditures within the tourism account. After accounting for all events in the calendar year, the City will determine the net revenue of the tourism program after all expenditures for the calendar year are accounted for. To encourage growth and advancement of the tourism program in St. Helens, Contractor shall be entitled to an incentive payment of five (5%) of the net revenue generated by the Events.