



**Explore Lincoln City**

**City of Lincoln City**

**REQUEST FOR PROPOSALS**

**PUBLIC RELATIONS SERVICES**

**Lincoln City, Oregon**

**March 17, 2025**

**RFP SCHEDULE**

<b>Request for Proposals Issued:</b>	<b>March 17, 2025</b>
<b>Deadline to Submit Clarifying Questions:</b>	<b>March 31, 2025</b>
<b>Request for Proposals Due:</b>	<b>April 18, 2025</b>
<b>Tentative Date for Interviews, if needed:</b>	<b>April 28-May 2, 2025</b>
<b>Notice of Intent to Award Contract:</b>	<b>June 1, 2025</b>
<b>Anticipated Contract Start Date:</b>	<b>July 1, 2025</b>



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**Explore Lincoln City**

**City of Lincoln City**

**REQUEST FOR PROPOSAL**

**PUBLIC RELATIONS SERVICES**

**NOTICE:**

Notice is hereby given that Lincoln City through Explore Lincoln City, will receive proposals per specifications until 5:00 PM, Pacific Time on Friday, April 18, 2025 to provide: Public Relations Services. No proposals will be received or considered after that time.

The resulting contract from this RFP will have be for a three-year term, subject through mutual agreement of the parties, from July 1, 2025 until June 30, 2028.

Proposal packets may be obtained at <https://www.explorelincolncity.com/about-us/about-lincoln-city/request-for-proposals/>. Proposals are to be delivered to Explore Lincoln City by email to: [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org). For questions: Tyrel Trainor, [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org), (541) 996-1272.

Explore Lincoln City reserves the right to reject any and all proposals not in compliance with public bidding procedures and requirements, and may reject for good cause any and all proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, Explore Lincoln City will consider the element of time, will accept the proposal or proposals, which in their estimation, will best serve the interests of Lincoln City and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

**PURPOSE OF RFP**

The purpose of this Request for Proposal (RFP) is to select a qualified contractor to provide consultation with the City on general public relations matters. The prospective contractor replying to this RFP will be or represent a firm, company or corporation possessing relevant experience and expertise. Supporting documentation must thoroughly describe how the contractor has supplied expertise for similar contracts and work in Public Relations, and how contractor would approach the needs outlined in the Scope of Work. A proven experience in municipal marketing/public relations is recommended.

**MISSION:** Strengthen Lincoln City's economic health by inspiring travel, encouraging overnight stays and stewarding brand identity and the natural environment as the trusted destination and trip planning resource.

**VISION:** A thriving and prosperous Lincoln City recognized as the preferred travel destination on the Oregon Coast

## **BACKGROUND**

Explore Lincoln City is the recognized Destination Management Organization (DMO) for Lincoln City. Explore Lincoln City carries out its mission through destination management, tourism promotion and visitor experience in Lincoln City and the surrounding area. Tourism works in partnership with members of the industry, other City departments and with the Lincoln City community. Explore Lincoln City works to balance the interests of visitors, businesses, other organizations, and government through innovative leadership and strategic investment of resources and staff.

Explore Lincoln City is funded by tax dollars generated from a city-wide transient room tax (TLT) of 12%, at the time of this writing. Approximately 60% of City TLT revenue goes to the City general fund, with the remaining balance funding tourism and ELC. The annual funding available varies with the collection of TLT dollars. These tax dollars are to be used for the development and promotion of tourism in Lincoln City. Lincoln City City Council advises and oversees the programs and budget of Explore Lincoln City.

Explore Lincoln City employs a core staff of seven (7) FTE. Explore Lincoln City's Director, along with the Event and Outreach Coordinator, will be the primary point of contact for the PR Agency. In addition to three (3) administrative employees, Explore Lincoln City employs two (2) staff to manage and deliver our events, marketing, social media and content efforts.

The main objective in marketing is to establish, reinforce and increase awareness of the Lincoln City brand, inspire visitation and tell the Lincoln City story, encourage increased length of stay, shoulder/off season visitation (September through May), repeat visitation and to position to Explore Lincoln City as the authoritative resource for Lincoln City destination travelers. Our core advertising markets include the Greater Portland and Willamette Valley with expansion into Boise, Idaho, Central Oregon and Washington state through SW Washington, Seattle, Tacoma, Spokane, Yakima and Tri-Cities areas. Potential growth markets include Northern California. Historically, our target audience is 24-65 years of age depending on seasonality; predominately leisure visitors.

The Explore Lincoln City marketing campaigns have included a mix of print advertising (leisure and travel), out of home (billboards, displays), digital (banners, video, search engines), social media and broadcast (target cable TV), sponsored editorial.

## **OBJECTIVES**

Explore Lincoln City proposes to retain a highly qualified, capable firm to act as the full-service PR agency of record. Special consideration will be given to those agencies with proven destination marketing experience and a good working relationship with Travel Oregon. The successful agency will work with Explore Lincoln City to leverage earned media in target markets to promote Lincoln City as the preferred beach vacation destination on the Oregon Coast. Priorities include activities that will inspire consumers to visit, experience, stay, steward and return to Lincoln City

## **SCOPE OF WORK**

The Scope of Work is designed to encourage aggressive, proactive media outreach to increase visibility for Lincoln City, its events, activities, amenities and promotions. It will include but not be limited to the following:

- 1. Execute targeted public relations campaigns to generate feature articles, listings, and related publicity.**
- 2. Conduct media outreach to target markets.**
- 3. Write, format and distribute press releases, media alerts and talking points to the media.**
- 4. Coordinate promotion and publicity for local events and ELC initiatives.**
- 5. Create story pitches, ideas and activations when appropriate.**
- 6. Develop media familiarization tours and identify travel writer opportunities.**
- 7. Support paid media campaigns through public relations.**
- 8. Participate in regularly scheduled status meetings.**
- 9. Create annual public relations plan, strategy and editorial calendar.**
- 10. Track and measure earned media through delivery of comprehensive reports quarterly and annually.**
- 11. Execute media training for ELC, City staff and key partners.**
- 12. Develop and execute crisis communications when needed.**

## **FUNDING, BUDGET & TERMS**

Funding of the work described herein will be determined by TLT collections and Explore Lincoln City as approved and authorized by the Lincoln City City Council. Explore Lincoln City will consider any identified change in Retainer Services and associated fees for this service, as influenced by unperceived market changes. Explore Lincoln City does not expect these services to exceed more than 30 hours a month on average.

The term of the contract shall be from the effective date starting July 1, 2025 through June 30, 2028, subject to mutual agreement of the parties and annual budget approval by the Lincoln City City Council.

## **SELECTION PROCESS**

From a review of the statements of qualifications received, Explore Lincoln City intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for the project. Explore Lincoln City will notify selected firms of the date and times of any interviews. Explore Lincoln City reserves the right to make a selection based solely on statements of qualifications received.

The preferred respondent whose selection was based on qualifications will then negotiate with Explore Lincoln City on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will proceed with other qualified respondents until a mutually agreed contract can be negotiated.

## **EVALUATION CRITERIA**

Explore Lincoln City will review all proposals that are initially deemed responsive and they shall rank the proposals in accordance with the below criteria. Explore Lincoln City may recommend an award based solely on the written responses or may request agency interviews. Interviews, if deemed beneficial by ELC, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview. Based on the interview, Explore Lincoln City may revise their scoring.

Written proposals must be complete with no additions, deletions, or substitutions. The evaluation committee will recommend award of a contract to the final City decision maker based on the highest scoring proposal. The City decision maker reserves the right to accept the recommendation, award to a different proposer, or reject all proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee regarding this RFP during the evaluation process.

<u>Evaluation Criteria – Written Response</u>	<u>Points Available</u>
Project Understanding & Management Strategy	20
Creative Approach	20
Qualifications Experience & References	20
Demonstrable Ability to Identify and Report Metrics	15
Overall Quality of Proposal	10
Proposed Pricing/Fees	15
Total Available Points	100

## **SUBMITTAL INSTRUCTIONS**

Responses must observe submission instructions and be advised as follows:

Complete proposals may be emailed directly to [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org). The subject line of the email should identify the RFP title. Explore Lincoln City will provide confirmation that the proposal has been received. The proposal must be received by 5:00 PM, Pacific Time on Friday, April 18, 2025.

Explore Lincoln City reserves the right to solicit additional information or ask for clarification from the vendors, or any one vendor, should the City deem such information necessary.

## **PROPOSAL CONTENTS**

To enable Explore Lincoln City to efficiently evaluate the responses, it is important that each response be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the project followed by a Table of Contents. Provide the following information in the order in which it appears below:

### **Written Response**

#### Agency Information

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- Provide basic information including agency name, addresses and telephone number of all offices.
- Describe your organizational structure and size of agency.
- Provide general history of agency including number of years in business.
- Provide the name of agency principal(s) and primary contact.

## Project Understanding & Management Strategy

- Describe your agency's values and approach to client relationships and account management, including enough detail so Explore Lincoln City can determine that the agency has a thorough understanding of the services required by this project.
- Illustrate the firm's strategic and integrated planning process, in addition to proposing how the firm will approach this work with Explore Lincoln City.
- Indicate what you would characterize as key competitive challenges, opportunities, and trends that Explore Lincoln City should be mindful of relative to today's changing technologies and public relations environment.

## Creative Approach

- Include information on the agency's creative process, corporate culture, and what sets your capabilities apart from other agencies.
- Provide information on the steps that would be taken to create the public relations strategies for Lincoln City.
- Note the agency's ability to successfully pivot when extraordinary circumstances require it. Particular, when dealing with crises and emergency situations.
- Provide samples of work or case studies, created by current employees, created for projects similar in size and scope that demonstrate the agency's creativity working across multiple channels.

## Qualifications, Experience & References

- All team members (including subcontractors) included on the team shall be identified. Demonstrated levels of experience and available staff must be clearly stated.
- Provide background information describing your business, including a comprehensive overview of your capabilities to provide the requested service, your ability to develop a tourism destination marketing organization's public relations campaign, and initial ideas that demonstrate how your agency's experience can benefit Lincoln City.
- Provide overview of how your agency measures and reports impact of public relations activities and ROI.
- Provide a summary of public relations services of this nature provided to any current clients in Lincoln County, as well as tourism clients from outside the county, within Oregon. Provide a summary of experience with governmental accounts or non-profit agencies of similar size and scope as described in this solicitation.
- Provide a minimum of three references including contact names, dates that the services were provided, addresses and telephone numbers. At least two of the references must be current clients. References may be checked to



- verify the agency's ability to perform similar tasks.
- Indicate your knowledge of the tourism industry, Travel Oregon and the City of Lincoln City.
- Indicate your experience working with government agencies.

#### **Demonstrable Ability to Identify and Report Metrics**

- Syndicated and Internal Agency reporting systems.
- Quantification of earned media efforts.
- Ability to summarize and present earned media efforts for communication to ELC stakeholders.

#### **Overall Quality of Proposal**

- The composition of the submitted proposal will be considered a reflection of the agency's work and approach to business.

#### **Proposed Pricing/Fees**

The pricing/fee component must include the total annual cost for the contract with break outs showing a schedule of prices for specific services: including the monthly retainer rate for services with a precise definition of expenses covered by the retainer, staff hourly charges, and commission. Specifically itemize:

- Monthly Retainer Services Fee
- Hourly and material rates for Non-Retainer Services
- Commission rates (if applicable)
- Travel expenses or reimbursements

#### **Additional Information**

- Provide any other information as part of your proposal, which you believe to be important to the selection process.

**FINAL SELECTION WILL BE MADE BASED UPON THE COLLECTIVE POINTS AWARDED FROM EVALUATION OF THE PROPOSAL AND IF AN INTERVIEW OCCURS, RESPONSES TO THE INTERVIEW QUESTIONS**

#### **ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION**

- **All Information True:** By submitting a response, Respondents represent and warrant that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, may be excluded.
- Proposals are deemed confidential until the "Notice of Intent to Award" notification is issued. This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining

to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection.

- **Cost of Responses:** Explore Lincoln City will not be responsible for the costs incurred by anyone in the submittal of responses.
- **Contract Negotiations:** This RFP is not a contract or a commitment of any kind. If this RFP results in a contract offer by Explore Lincoln City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.
- **No Obligation:** Explore Lincoln City reserves the right to evaluate responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses; should it be deemed in Explore Lincoln City's best interest; or cancel the entire process.
- **A completed W9 will be needed for the awarded contract.**
- **Registration with the Oregon Secretary of State:** The ability to maintain current business registration with the Oregon's Secretary of State will be expected.
- **Professional Liability Insurance:** The Respondent shall have and maintain the appropriate liability insurance certificate by an insurer authorized to transact insurance in the State of Oregon, to be submitted on an annual basis.
- **If the public relations firm works with other businesses in Lincoln City, an Occupational Tax Permit (OTP) would be needed and any updates to the OTP submitted on an annual basis.**

#### **ATTACHED EXAMPLE CONTRACT AGREEMENT**



## PERSONAL SERVICES AGREEMENT

Contract Title: TITLE OF SERVICES TO BE PROVIDED

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of LINCOLN CITY, by and through Explore Lincoln City, a municipal corporation, hereinafter referred to as the "City," and VENDOR NAME HERE hereinafter referred to as the "Contractor."

### RECITALS

- A. The City desires to engage the Contractor for the purposes more particularly described in the Scope of Work, a copy of which is attached hereto, as Exhibit A; and
- B. Contractor has the training, experience and expertise to perform such work and is willing and qualified to perform such services; and
- C. Contractor represents that Contractor is a person or other legal entity registered to do business in the State of Oregon, and that the Contractor is exempt from or will pay prior to commencing services, the applicable City Occupational Tax; and
- D. The subject contract is for: DESCRIPTION OF THE SERVICES TO BE PROVIDED and is estimated to be INSERT AMOUNT HERE and
- E. The subject contract is for Personal Services and meets the definition in Lincoln City Municipal Code (LCMC) Section 2.05.090; and
- F. Pursuant to LCMC 2.05.090.D the Lincoln City VCB sought three (3) competitive bids and selected the Agency from the qualified applicants.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

The Recitals set forth above are true and correct and are incorporated herein by this reference.

1. **SCOPE OF SERVICES:** Contractor shall perform the services set forth in Exhibit A, attached hereto and made a part hereof by this reference. If the Contract Documents require approval of any act, document, or work product, the request for City approval must be given in the same manner as notices required herein.
2. **STANDARD TERMS AND CONDITIONS:** This Contract is subject to the standard terms and conditions, as applicable, set forth in Exhibit B, attached hereto and made a part hereof by this reference.
3. **CONTRACT ADMINISTRATION:** Kim Cooper Findling is the City Contract Administrators for this Agreement. The Contract Administrator is authorized to oversee Services and approve payment for Services. City shall give Contractor prompt written notice of any re-designation of its Contract Administrator. NAME OF CONTRACTOR REPRESENTATIVE HERE are the Contractor's Project Representatives for this Agreement. In the event that Contractor's designated Project Representative is changed, Contractor shall give City prompt written notification of such re-designation. In the event that City receives any communication from Contractor which is not executed by Project Representative, City may request clarification by Contractor's Project Representative, which shall be promptly furnished.

4. **EFFECTIVE DATE AND DURATION:** This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or INSERT EXPIRATION DATE HERE whichever comes first. Contractor shall initiate services immediately upon receipt of City's notice to proceed or receipt of an executed copy of this Agreement. All work under this Agreement shall be completed prior to the expiration of this Agreement.
5. **COMPENSATION:** The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. City agrees to pay Contractor not to exceed INSERT AMOUNT HERE for performance of those services described in the Scope of Work, which payment shall be made [ ] upon completion of services or [ ] on an installment basis based on invoice. Payment by City to Contractor for performance of services under this Agreement, includes all expenses incurred by Contractor, with the exception of expenses, if any, specifically identified in this Agreement as separately reimbursable. Compensation is also subject to the additional standard terms, as applicable, set forth in the Standard conditions, Exhibit B.
6. **OWNERSHIP OF WORK PRODUCT**  
Contractor shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any recordings, records, computations, plans, documents, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.
7. **ASSIGNMENT/DELEGATION**  
Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City. Contractor shall be solely responsible for and indemnify and defend City against any liability, cost or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Contractor under this Agreement. Unless otherwise specifically agreed to by City, Contractor shall require that subcontractors also comply with the terms and provisions of this contract.
8. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Contractor's responsibilities. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the

event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing. If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- C. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

## 9. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence or malfeasance of the City and its employees. Contractor expressly waives and relinquishes any right to indemnification or defense pursuant to ORS 30.285 and ORS 30.287. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

## 10. INSURANCE

Unless expressly waived or reduced as provided herein, Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Insurance shall be in the amounts and pursuant to the terms specified in Exhibit C, attached hereto and made a part hereof by this reference.

*INSURANCE NOTE: The City Contracting Officer may waive or reduce Insurance requirements pursuant to LCMC 2.05.090.J. Any such waiver or reduction must be accompanied by the signature of the Department Head and the Contracting Officer (City Manager).*

*The City Attorney does not recommend any waiver or reduction of Insurance requirement. Workers compensation insurance shall not be waived. At a minimum, personal injury and property damage insurance should not be less than the limits set by the Oregon Tort Claim Act: [http://courts.oregon.gov/OJD/courts/circuit/tort\\_claims\\_act.page](http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page)*

*City Sponsored Event Insurance Waiver:*

*Department Head Signature: \_\_\_\_\_*

*Contracting Officer Signature: \_\_\_\_\_*

*The Insurances required by Exhibit C shall be waived if the City Department Head and City Manager have signed above, indicating the City is providing insurance for the Contract because it is part of a City-Sponsored event. Confirmation of CCIS coverage (e.g. as evidence by a certificate of Insurance) must be attached.*

#### **11. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

**All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:**

##### **CITY OF LINCOLN CITY**

<b>Kim Cooper Findling EXPLORE LINCOLN CITY 801 SW HWY. 101, Suite 401 LINCOLN CITY, OR 97367</b>	<b>Ph: 541-996-1271 Fax: 541-994-2408  Email: <a href="mailto:kcooperfindling@lincolncity.org">kcooperfindling@lincolncity.org</a></b>
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**NAME OF CONTRACT REPRESENTATIVE  
MAILING ADDRESS OF VENDOR  
CONTACT INFORMATION FOR THE VENDOR**

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

#### **12. TERMINATION WITHOUT CAUSE**

**A. At any time the parties may by mutual agreement consent to termination of the contract.**

**B. At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.**

#### **13. TERMINATION WITH CAUSE**

A. **City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:**

- 1) If City funding from federal, state, local, or other sources is not obtained and continued, or in the event of a non-appropriation during the budget process, such that funding is not continued at levels sufficient to allow for the purchase of the indicated quantity of services, this Agreement shall be modified or terminated to accommodate the non-appropriation or reduction in funds, without penalty or expense to City.**
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.**
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.**
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.**

**Except as otherwise provided or limited, any such termination of this agreement under paragraph A. shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.**

B. **City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:**

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or**
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.**

**The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.**

**If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.**

- C. Contractor, by written notice of default (including breach of contract) to City, may terminate the whole or any part of this Agreement, if in the event of substantial failure of the City to perform in accordance of the terms of this contract, (specifically payment) and through no fault of the Contractor, after receipt of written notice from Contractor, City fails to correct such substantial failures within ten (10) days or such other period as Contractor may authorize.

**14. 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 disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, 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 disenabled 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 for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**15. CORRECTION OF ERRORS AND NON-WAIVER**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**16. EXTRA (CHANGES) WORK**

This contract is for the Scope of Work described in Exhibit A. Only the Contract Administrator may authorize extra (and/or change) work. Failure of Contractor to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**17. WARRANTIES**

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

**18. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.



**19. GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**20. SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**21. COMPLETE AGREEMENT**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

**CONTRACTOR**

**CITY OF LINCOLN CITY**

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

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

**NAME OF CONTRACT REPRESENTATIVE  
BUSINESS NAME**

**Kim Cooper Findling,  
Director, Explore Lincoln City**

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

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

**CITY OF LINCOLN CITY**

**CITY OF LINCOLN CITY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**  
*Signature*

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

**Daphnee Legarza,  
City Manager, City of Lincoln City**

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*Date*

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*Date*

**ATTACHMENTS:**

**[Exhibit A - Scope of Work and Pricing/Cost Estimate ]**

**[Exhibit B - Standard Contract Conditions ]**

**[Exhibit C - Insurance Requirements]**

**[Exhibit D -Insurance Certificate**

**EXHIBIT A**

**SCOPE OF WORK**

COPY OF THE WORK ORDER FORM INSERTED FOR REFERENCE

**EXHIBIT B**  
**STANDARD CONDITIONS, AS APPLICABLE**  
**[PERSONAL SERVICE]**

**Contract Requirements.** As applicable under Oregon law and Lincoln City Municipal Code, Contractor shall comply with the provisions of this section. These provisions shall also apply to, and be incorporated into, any agreement by subcontractor to provide services to Contractor for the project.

**Installment Payment Option:** When the parties agree that an installment payment arrangement will be used, payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

**Release / No Waiver:** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

**Payment for Labor and materials.** Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails, neglects or refuses to make

prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

**Hours of Labor.** If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

**Medical Care and Workers Compensation.** Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

Contractor shall provide workers compensation coverage for all persons on the work to be done under the contract as provided in ORS 656.017 or ORS 656.126.

## **Compliance with Applicable Federal, State and Local Laws / Non-Discrimination.**

This Agreement will be interpreted and construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state and local laws regardless of whether they are set forth verbatim in the Contract Documents including, but not limited to the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding as well as those applicable provisions of State law contained in ORS 279A, ORS 279B, and ORS 279C.

Any Agreement provisions required by ORS Chapter 279B to be included in this public contract are incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

Contractor is solely responsible for obtaining any required certificates, licenses, permits or approvals which Contractor is required to obtain to perform the Scope of work set forth in this Agreement. This provision expressly applies to use of Copyrighted or Trademarked materials by Contractor. Contractor shall be solely responsible for obtaining permission to use copyrighted or trademarked work and to pay all such costs, fees or royalties necessary to perform the work specified in the Scope. Contractor shall indemnify and defend City from any claim or action as relates to infringement or improper use, s more fully set forth in the Indemnification Section of

this contract.

Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

## **Confidentiality**

Contractor shall maintain confidentiality of any private confidential information and any public information exempt from disclosure under state or federal law to which the Contractor or its agents may have access by reason of this Agreement. Contractor warrants that its employees and agents assigned to work on services provided in this Agreement shall maintain confidentiality. All terms with respect to confidentiality shall survive the termination or expiration of this Agreement.

## **Suspension of Services**

City may suspend, delay or interrupt all or any part of the services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. 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 Contractor's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Contractor.

## **EXHIBIT C**

### **LINCOLN CITY PUBLIC CONTRACT INSURANCE REQUIREMENTS**

**Required Insurance:** Contractor shall obtain at Contractor's sole expense the insurance specified herein prior to performing under this Agreement, and shall maintain the insurance required in full force at Contractor's sole expense throughout the duration of this Agreement

and any warranty periods. Insurances shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. The procuring of 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 intentional misconduct, negligence or neglect connected with this contract.

Insurance Carrier Rating: Insurance provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. Contractor shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

1. WORKERS' COMPENSATION

All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). CONTRACTOR shall require and ensure that each of its SUBCONTRACTORS complies with these requirements. Out-of-state employers must provide workers' compensation coverage for their workers which fully complies with ORS 656.126 and other applicable provisions of Oregon Law.

2. MINIMUM PROFESSIONAL LIABILITY

[ ] NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or

Waiver

Department Head Signature:

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Contracting Officer Signature:

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Professional Liability Insurance: If applicable, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

3. MINIMUM COMMERCIAL GENERAL LIABILITY

[ ] NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature:

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Contracting Officer Signature:

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Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this contract as well as personal injury liability, products and completed operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Required Insurance coverage may be increased at the discretion of the City Manager. *In no event* shall Property and Personal Injury Limits be less than limits established by the Oregon Tort Claims Act for the fiscal period:

Personal Injury: Combined single limit for any single claimant per occurrence:

From July 1, 2024 to June 30, 2025:  
\$855,200.  
July 1, 2025 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Aggregate limit for all claims per occurrence:  
July 1, 2024 to June 30, 2025:  
\$1,710,200.  
July 1, 2025 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Property Damage: Combined single limit for any single claimant per occurrence:  
July 1, 2024 to June 30, 2025:  
\$140,300.

And from July 1, 2025 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

Aggregate limit for all claims per occurrence:  
July 1, 2024 to June 30, 2025:  
\$701,300.  
And from July 1, 2025 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

4. AUTOMOBILE LIABILITY INSURANCE

[x] NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature:  
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Contracting Officer Signature:  
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**Automobile Insurance:** Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Aggregate limit shall not be less than \$2,000,000. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

5. ADDITIONAL INSURED  
The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the City of Lincoln City, its officers, employees and agents as Additional Insured(s) with respect to activities to be performed under or arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The parties expressly agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

6. NOTICE OF CANCELLATION OR CHANGE  
There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice from Contractor or its insurer to City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

## **7. PROOF OF INSURANCE**

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. Copies of Original Certificates provided to the City shall be attached to the executed Agreement as Exhibit D and shall be made a part of the Agreement by this reference. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. Contractor shall provide to City certificates of all required insurance before delivering any goods or performing any services required under this Agreement. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

## **8. "TAIL" COVERAGE**

If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (1) Contractor's completion and City's acceptance of all services required under this Agreement, or (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Contractor shall provide City, upon City's request, certification of this coverage.

## **9. EXCESS UMBRELLA INSURANCE. A**

combination of primary and excess/umbrella insurance is acceptable. If Contractor uses excess/umbrella insurance to meet the minimum insurance requirements, the certificate must include a list of the policies that fall under the excess/umbrella insurance. The Excess/Umbrella policy is excess over General Liability, and other requirements.