

# **REQUEST FOR PROPOSAL**

## **PORT OF PORT ORFORD**

### **ECONOMIC ANALYSIS SERVICES For Working Waterfront Revitalization Initiative**



**Port Orford, Oregon**

**Request for Proposals  
for Economic Analysis Services of  
Working Waterfront Revitalization Initiative**

**Closing Deadline: May 19, 2025**

**Time Due: 5 p.m. PST**

**Attn: Catherine Scobby**

**Port of Port Orford**

**300 Dock Rd.**

**Port Orford, OR 97465**

**SCHEDULE**

REQUEST FOR PROPOSAL ADVERTISED	March 24, 2025
LAST DATE FOR SOLICITATION CLARIFICATIONS	April 15, 2025
PROPOSALS DEADLINE	May 19, 2025
PROPOSAL OPENING	May 20, 2025
INTERVIEWS (IF NECESSARY)	May 26 – June 6, 2025
NOTICE OF INTENT TO AWARD	June 15, 2025
LAST DATE TO PROTEST AWARD	June 21, 2025
CONTRACT SIGNED	July 1, 2025
FINAL COMPLETION DATE	March 31, 2026



## REQUEST FOR PROPOSALS

The Port of Port Orford (Port) will receive sealed proposals until no later than 5 p.m. on May 19, 2025, with opening at 10 am on May 20, 2025, at 300 Dock Road, Port Orford, OR 97465 or [projects@portofportorford.org](mailto:projects@portofportorford.org), to provide:

### **Economic Analysis Services for the Working Waterfront Revitalization Initiative**

No proposals will be received or considered after the above-referenced time.

Sealed proposals clearly marked “Economic Analysis Services” shall be sent to:

Catherine Scobby, Port Administrator  
Port of Port Orford  
PO Box 490  
Port Orford, OR 97465

No prequalification for proposers is required.

The RFP is available on the Port’s website at <https://portofportorford.org/requests-for-proposal/> or at the address above now through closing. To request a copy of the RFP, including contract terms, conditions, and specifications, please contact [projects@portofportorford.org](mailto:projects@portofportorford.org), or through the Port’s website: <https://www.portofportorford.org>.

Dated this 24th day of March, 2025.

## **SECTION 1**

### **INTRODUCTION AND PROJECT DESCRIPTION**

The Port of Port Orford (the Port) invites qualified consulting firms with expertise in maritime economics and financial modeling to submit proposals for conducting a comprehensive economic analysis of the Port's Working Waterfront Revitalization Initiative, including current and planned operations.

The Working Waterfront Revitalization Initiative is a multi-faceted program aimed at modernizing the Port's infrastructure and expanding its operational capabilities. This economic analysis will provide critical insights to inform decision-making, risk management strategies, future planning, and current operations.

The consultant will collect and analyze data to develop a clear set of goals, policies and standards for Port operations and development for the next ten years. The consultant will work closely with Port staff and Board, as well as current and planned tenants, constituents, and other users of the Port in performing the economic analysis. The consultant will also create a product for distribution to the public. The economic analysis performed for this project will serve as a guiding document for future development/re-development of the waterfront, and to inform current operations and budget development.

### **PORT OVERVIEW**

Port of Port Orford was formed in 1911, for the purpose of providing ocean access in support of economic activity. The Port is located in Port Orford, Curry County, Oregon. Currently, the Port's facilities include the high dock and high capacity cranes, boat moorage (dry dock), utilities, provision of supplies such as ice, and amenities such as public restrooms and parking. The Port has initiated a Working Waterfront Revitalization Initiative to enhance its capacity for economic development. This program is comprised of several integrated projects, such as the crane replacement project, a seawater delivery system, a seafood hub, and dock road improvements. (See development page of Port's website here: <https://portofportorford.org/development/>)

## **SECTION 2**

### **SCOPE OF SERVICES BEING REQUESTED**

The selected consultant will conduct a comprehensive economic analysis encompassing the following key areas:

#### **A. Revenue Projection**

- a.** Forecast revenue streams from existing services (boat slips, lift fees, landing fees, property taxes, leases, etc.).

- b. Forecast revenue streams from new/upgraded services (e.g., high-capacity seawater system, Seafood Hub leases, etc.).
- c. Assess seafood market demand, pricing strategies and growth potential.

## **B. Cost Analysis**

- a. Compile capital expenditures for current and planned projects.
- b. Estimate capital expenditures for further construction and equipment.
- c. Project operating costs, including labor, utilities, maintenance, administration, and depreciation.
- d. Identify potential cost variabilities and contingencies.

## **C. Economic Impact Assessment**

- a. Quantify potential job creation and labor income contribution.
- b. Evaluate spillover effects on local businesses and tourism.
- c. Analyze tax revenue implications for the county, state, and Port District.
- d. Quantify value to economic health of the Port.

## **D. Strategic Financial Planning**

- a. Conduct comparative market analysis of existing and future Port services.
- b. Determine optimal financing mechanisms (bonds, grants, public-private partnerships) for further redevelopment projects.
- c. Develop fee structures and forecasting models for long-term self-sustainability.
- d. Explore strategies to leverage economic development incentives.
- e. Support the Port's Strategic Business Plan and economic development mission.

**Deliverables** for this economic analysis work include:

1. Detailed project plan and timeline;
2. Regular progress reports;
3. Draft report for review and feedback;
4. Final comprehensive report including all analyses, findings, and recommendations;
5. Executive summary suitable for public dissemination; and
6. Presentation of findings to the Port Commission and stakeholders, including: City of Port Orford, Curry County Commission, Oregon Ports Association, State Coastal Caucus and other State Representatives, Federal Elected Officials, Oregon Governor's Office, Oregon State University and other stakeholder groups.

<b>SECTION 3</b> <b>SUBMITTAL INFORMATION</b>
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To be considered by the Port, please provide the following information in the order listed:

1. Describe your firm's qualifications and relevant experience in maritime economics and port development.
2. Identify your project team structure and key personnel, including individual qualifications. Describe their roles and provide a brief description of their professional experience, including a summary of experience on similar projects to those described in this RFP.
3. Describe your proposed methodology and approach to the scope of work, including process to be used, components, expected deliverables and anticipated client meetings.
4. Provide project timeline(s) and milestones for the scope of work.
5. Provide and describe your budget breakdown for the scope of work, including fee structure. Preferably, please provide an itemized project cost that includes:
  - Estimate of the maximum not-to-exceed fee for providing above-described Services to the Port and maximum hours the fee would include;
  - An hourly rate schedule, valid for a period of twelve (12) months following the contract execution date, for each member of the firm who will be working on the project; and
  - State whether your fees include travel and out-of-pocket expenses, or whether such costs are billed separately. If billed separately, include an estimate of such fees.
6. Provide at least three (3) references for projects of a similar nature. Include a description of the projects (additional information below), including (at minimum) client, location, contact person, contact information (telephone/email address) and a summary of the project. In describing the project, please include the following information, as may be relevant or applicable to the project:
  - Project name, location, and current status;
  - Population of community affected/involved;
  - Project description (including a description of professional services provided);
  - Project duration;
  - Cost of project; and
  - Key team members including sub-consultants responsible for the work and the firm they were employed with at the time of the project work. If the firm has multiple offices, indicate which office managed the similar project.
7. Describe the communication process used by the firm to discuss issues with your teams, stakeholders, community, and Port Board and staff.

8. Discuss any innovative or creative approaches the firm has used to address challenges in previous projects.
9. Describe how and why your firm is different from other firms being considered, and why our selection of your firm as our consultant is the best decision we could make. Include any other information that you believe will assist the Port in making its selection.

<b>SECTION 4</b> <b>SUBMISSION REQUIREMENTS AND PROVISIONS</b>
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1. Four (4) copies of sealed proposals are required.
2. Proposals shall include:
  - a. A cover sheet indicating an interest in providing services to the Port, and providing the following:
    - i. Full legal name of proposing business entity;
    - ii. Structure or type of business entity;
    - iii. Name(s) of the person(s) authorized to represent the proposer in any negotiations;
    - iv. Name(s) of the person(s) authorized to sign any contract that may result;
    - v. Contact person's name, mailing or street addresses, phone, and email address;
    - vi. Statement that no redactions are requested, if applicable; and
    - vii. Signature of proposer representative, authorized to bind proposer.
  - b. Outline of Project Team
    - i. Identify one senior project manager who will be responsible for the day-to-day management of personnel, and serve as the primary contact for Port's project manager.
    - ii. Describe the role and responsibility of personnel that will be assigned to this project, including the percent of time that each individual will spend on the project in relation to their overall work hours.
    - iii. Describe your firm's policy and practices related to rotating staff.
  - c. A signed attestation form, which is enclosed with this solicitation document, providing written assurances of the proposer's ability to meet the Port's required criteria for selection.
3. Proposals must be **received** no later than 5 p.m. on May 19, 2025. Proposals received after this deadline will not be considered.
4. Proposals must be in a sealed envelope marked "Economic Analysis Services" and mailed to:



Port of Port Orford  
PO Box 490  
Port Orford, OR 97465

5. If any person contemplating submitting a proposal for the contract has a question concerning any provision of the proposal documents, the question should be submitted to the Port Administrator, Catherine Scobby at the Port. The person submitting the request will be responsible for its prompt delivery to the Port Administrator at the Port. Oral interpretations or statements cannot modify the provisions of the proposal documents. Any interpretation of the proposal documents will be made only by a written addendum, duly issued and a copy of the addendum will be mailed or delivered to each person receiving a set of proposal documents from the Port. Receipt of an addendum must be acknowledged by signing and returning a copy of the addendum with the proposal.
6. After the scheduled closing time for the receipt of proposals and before acceptance of a proposal, no proposer will be permitted to withdraw the proposal unless said acceptance is delayed for a period exceeding thirty (30) days. Any proposals received after the scheduled closing time shall be returned to the proposers. Withdrawal of a proposal shall not disqualify the proposer from submitting another proposal provided the time for receipt of proposals has not expired. Any request for withdrawal of a proposal shall be executed and signed by an authorized agent of the proposer.
7. Any exceptions to the specifications of this RFP must be clearly identified in writing in the proposal, and referenced in the cover sheet.
8. Any proposer who believes any of the proposed specifications may limit competition among potential proposers must submit written comments or objections on the proposed specifications to the Port of Port Orford, PO Box 490, Port Orford, OR 97465. The comments must specify why the proposed specification limits competition, and must be received no later than five (5) calendar days before the date when the proposals will be publicly opened.

<p style="text-align: center;"><b>SECTION 5</b> <b>OPENING OF PROPOSALS</b></p>
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Proposals will be opened at the office at the Port of Port Orford, 300 Dock Rd., Port Orford, OR 97465, at 10 am, May 20, 2025. Proposers who wish to be present at the time of opening will be informed of the number and names of proposers. Once opened, proposals will be available for public inspection, per Oregon's public records law. Proposers will clearly mark confidential material as such. The Port will endeavor to maintain the confidentiality of so marked information, subject to all legal public record disclosure requirements.

Submissions shall become the property of the Port without obligation. Costs incurred in the preparation, submission and presentation of proposals are solely the responsibility of each proposer.

## **SECTION 6**

### **EVALUATION CRITERIA**

Proposals will be evaluated by a subcommittee of the Port's Redevelopment Committee based on the following criteria. The subcommittee shall make a recommendation to the Port Commission for deliberation and final selection.

Proposals will be evaluated based on the following criteria:

1. Relevant experience and qualifications (25 points);
2. Proposed methodology and approach (25 points);
3. Understanding of the Port's needs and local context (25 points);
4. Project timeline and cost-effectiveness (15 points); and
5. Quality of references and past performance (10 points).

Additionally, in accordance with Oregon Revised Statutes (ORS) 200.090 and related administrative rules, this project encourages the participation of minority-owned businesses, woman-owned businesses, and emerging small businesses. The State of Oregon aspires to attain a goal of at least 15% of the total dollar value of state contracts awarded to MWESB firms.

Proposers are required to make good faith efforts to subcontract with or obtain materials from MWESB firms. This includes:

- Contacting certified MWESB firms for subcontracting opportunities;
- Providing certified MWESB firms equal opportunity to bid on subcontract; and
- Using services and assistance from organizations such as the Oregon Association of Minority Entrepreneurs (OAME).

Proposers must document their efforts to comply with these requirements and may be required to submit an MWESB Outreach Plan as part of their proposal.

For more information on certification and to access the MWESB directory, visit the Oregon Certification Office for Business Inclusion and Diversity (COBID) website.

## **SECTION 7**

### **AWARD / REJECTION**

Award of the contract in the form attached will be made to the proposer whose proposal is, in the opinion of the Port Board or its designee, in the best interest of the Port, price and other factors considered. The Port reserves the right to reject all proposals or to reject any proposal not in

accordance with this solicitation. Submittal of a proposal indicates proposer's intent to be bound to all terms of the contract attached. The Port reserves the right to make changes and complete this contract in its sole discretion.

When an item that is proposed is not the same as the item specified in the RFP documents, the Port shall determine whether or not the proposed item shall be considered as an approved equal. If the item is not determined to be an approved equal, that proposal item shall be rejected. This determination shall be made prior to contract award.

An evaluation committee (Subcommittee of the Port's Redevelopment Committee) will be responsible for initially reviewing the competing proposals, based upon the criteria set forth in this Request for Proposals (Section 6). Selection may be made directly from the proposals submitted, or the Port may conduct interviews with selected finalists. The committee will select the proposer determined to meet the best interest of the Port, and the committee's recommendation will be forwarded to the Port Administrator who will make the final recommendation for award to the Port Board. The Port Board shall make the final contract award determination.

Attachments:

Attachment A - Authorized Signatures And Attestation

Attachment B - Personal Service Agreement for Economic Analysis Services

## ATTACHMENT A

### AUTHORIZED SIGNATURES AND ATTESTATION

I/we, the undersigned, an authorized representative of \_\_\_\_\_,  
whose address is: \_\_\_\_\_  
have read and thoroughly understand the specifications, instructions and all other conditions of  
the Request for Proposal issued by the Port of Port Orford for Economic Analysis Services  
of Working Waterfront Revitalization Initiative.

Acting on behalf of my/our firm, which is listed above, I/we do attest that the Economic Analysis  
Services offered by my/our firm meet the Port's specifications in every respect,

\_\_\_ with no exceptions.

\_\_\_ with exceptions (provide detailed explanation on a separate sheet).

The proposal in its entirety shall be valid for 90 days from the proposal due date.

The proposal has been created independently and without collusion designed to limit independent  
bidding or competition.

I/we therefore offer and make this proposal to furnish to the Port of Port Orford the consulting  
services detailed in my/our proposal at the prices indicated.

Firm Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT B

### PORT OF PORT ORFORD

#### PERSONAL SERVICE AGREEMENT FOR ECONOMIC ANALYSIS SERVICES

BASED UPON the proposals submitted in response to the Request for Proposals for Economic Analysis Services of Working Waterfront Revitalization Initiative (RFP) issued by Port of Port Orford (Port), Port and \_\_\_\_\_ (Consultant) hereby enter into an agreement for the provision of personal services in accordance with the RFP and Consultant's Proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Consultant agrees to comply with each:

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Consultant's Proposal
- (3) Exhibit C – ORS 279B requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, C, then B, in that order.

1. Term. The term of this Agreement shall extend from \_\_\_\_\_, 2025, to \_\_\_\_\_, 2026, unless extended for up to one additional five-year term by Port.
2. Scope of Work. Consultant agrees to perform during the term of this Agreement, the following services:
  - 2.1.1 Generally, Consultant shall provide all materials and services associated with providing economic analysis for the working waterfront revitalization initiative (Services).
  - 2.1.2 Specifically, Consultant shall provide all materials and services associated with providing Services as set forth in Port's RFP dated March 24, 2025, and Consultant's proposal dated \_\_\_\_\_, 2025, incorporated herein as Exhibits A and B, respectively.
  - 2.1.3 Consultant shall not perform and Port shall not pay for Consultant's services which are outside the work described in this Section 2, unless Port provides prior written consent for such work. Consultant's services which are outside of the Scope of Work and approved by Port shall be charged as provided in Exhibit B.

3. Compensation.

3.1 Compensation. For the Services described and performed by Consultant, the Port agrees to pay, and the Consultant agrees to accept, compensation in the maximum not to exceed amount of \$ [REDACTED].

3.2 Invoices. Invoices for Consultant's Services shall be based upon Consultant's fees and hourly rates as set forth in Exhibit B, up to the maximum amounts, above. These amounts shall be billed to Port in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the 5th day of each month for all Services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Consultant at Port's request.

3.3 Payments.

(A) Port will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, Port shall pay the invoice amount in full within thirty (30) days of invoice date.

(B) If the Port fails to make any payment due Consultant for Services and expenses within thirty (30) days of the date on Consultant's invoice therefore, late fees will be added to amounts due Consultant at the rate of 1.0 percent (1%) per month from original invoice date. In addition, Consultant may, after giving seven (7) days' written notice to Port, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

(C) The Port shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. The Port shall not reimburse for any expense, unless Consultant first obtains the Port's prior written authorization before incurring such expense. Consultant will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Port.

5. Port Responsibilities. In addition to the Port's payment obligations, as set forth in Section 3.3 above, the Port shall report the total amount of all payments to Consultant, including

any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.

6. Termination.

- 6.1 Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other or at any time upon mutual written consent to parties. If terminated for default, the notice of termination shall set forth the manner in which the other is in default. Consultant shall be paid the agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

Upon termination under this Section, unless terminated for breach, Consultant shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) the Port has against Consultant. Pursuant to this Section, Consultant shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Consultant. Port shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

6.2 Termination for Default.

(A) If the Port fails to perform in the manner called for in this Agreement or if the Port fails to comply with any other provisions of the Agreement, Consultant may terminate this Agreement for default after giving the Port the notice and opportunity to cure required by this Section. Prior to termination for default, Consultant must give the Port written notice of the breach and of Consultant's intent to terminate. If the Port has not entirely cured the breach within fifteen (15) days of the date of the notice, then Consultant may terminate the Agreement at any time thereafter by giving the Port a written notice of termination.

(B) If Consultant fails to perform in the manner called for in this Agreement or if Consultant fails to comply with any other provisions of the Agreement, the Port may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Consultant setting forth the manner in which Consultant is in default. Consultant shall be paid the Agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

7. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by the Port, Consultant will continue to perform Services to the date agreed upon as the termination date.
8. Standard of Care. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation, and shall perform such

additional work as may be necessary to correct errors in the Services required under this Agreement without undue delay and without additional costs.

9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:

9.1 If terminated by the Port under Section 6.2 due to a breach by Consultant, the Port may complete the work either itself, by agreement with another consultant, or by a combination thereof. If the cost of completing the work exceeds the compensation to Consultant as provided under this Agreement, then Consultant shall pay to the Port the amount of the reasonable excess.

9.2 In addition to the above remedies for a breach by Consultant, the Port also shall be entitled to any other equitable and legal remedies that are available.

9.3 If the Port breaches this Agreement, Consultant's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Consultant is entitled.

9.4 The Port shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.

10. Confidentiality. Consultant shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Consultant shall require similar agreements from any Consultant subcontractors to maintain the confidentiality of Port information.

11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Port: Port of Port Orford  
Catherine Scobby, Port Administrator  
PO Box 490  
Port Orford, OR 97465

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Insurance. Consultant shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

General Commercial liability insurance -- \$2,000,000 aggregate.



Professional liability insurance -- \$2,000,000 aggregate.  
Workers' Compensation insurance -- \$1,000,000.  
Automobile Liability Insurance -- \$1,000,000 each accident.

Consultant shall: (a) provide the Port with a copy of a current Certificate of Insurance with the coverages listed above; (b) include the Port as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Consultant insurance policy); and (c) provide the Port with 30-day notice prior to cancellation.

13. Access to Records. Consultant shall maintain, and the Port and its duly authorized representatives shall have access to the books, documents, papers, and records of Consultant which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Port.
14. Indemnity. To the extent permitted by law, Consultant shall protect, defend, indemnify and hold the Port harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Consultant's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the Port.
15. Force Majeure. Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.
16. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While the Port reserves the right to set various schedules and evaluate the quality of Consultant's completed work, the Port cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under this Agreement and will not have any amounts withheld by the Port to cover Consultant's tax obligations. Consultant is not eligible for any Port fringe benefit plans. It is recognized that Consultant may or will be performing work during the term for other parties and that the Port is not the exclusive user of the services that Consultant provides.
17. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.

18. No Benefits. Consultant will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
19. PERS. Consultant is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
20. Assignment. Consultant shall not assign or subcontract any of its obligations under this Agreement without the Port's prior written consent, which may be granted or withheld in the Port's sole discretion. Any subcontract made by Consultant shall incorporate by reference all the terms of this Agreement. The Port's consent to any assignment or subcontract shall not release Consultant from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and Port shall incur no obligation other than its obligations under this Agreement. Consultant agrees that if subcontractors are employed in the performance of this Agreement, Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
21. Public Contracting Requirements. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Curry County Circuit Court, Curry County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of the Port, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Curry County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
25. Continuation During Disputes. Notwithstanding any dispute under this Agreement, whether before or during arbitration, Consultant shall continue to perform its work pending resolution of a dispute and the Port shall make payments as required by the Agreement for undisputed portions of work.

26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for the Port to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Consultant agrees to pay the Port's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
28. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile or other electronic transmission shall be binding as original signatures.
29. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Economic Analysis Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
30. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

PORT:

CONSULTANT:

\_\_\_\_\_  
Port of Port Orford

\_\_\_\_\_  
[INSERT CONSULTANT NAME]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**CONSULTANT'S PROPOSALS**

## **EXHIBIT C**

### **ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES**

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the Port on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Consultant and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to Consultant or a subcontractor by any person in connection with the contract as such claim becomes due, the Port may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or its surety from Consultant's or its obligation with respect to any unpaid claim. If the Port is unable to determine the validity of any claim for labor or material furnished, the Port may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which Consultant agrees to pay for such services and all monies and sums which Consultant 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. ORS 279B.230(1).
- (7) All subject employers working under Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from Consultant or any subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS Chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which the Port may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a consultant that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the nonresident contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.