

# VENETA

oregon

Inc. 1962

June 12, 2015

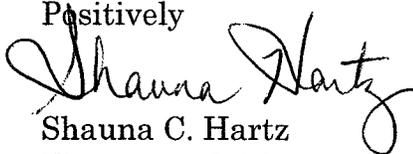
Re: Request for Proposals

My name is Shauna Hartz. I am the Finance and Administrative Services Director for the City of Veneta. On behalf of the City, I am requesting a proposal from your firm to be considered as the City's Insurance Agent of Record. The enclosed documents are listed below.

1. Request for Proposal
2. Exhibit A: Scope of Services Being Requested
3. Exhibit B: Qualifications Questionnaire
4. Exhibit C: Proposer's Warranty
5. Draft Public Services Agreement

If you need additional information or have any questions, I can be reached at 541-935-2191 extension #305 weekdays, excluding Wednesdays, from 7:00 a.m. to 6:00 p.m.

Positively



Shauna C. Hartz

Finance and Administrative Services Director

Enclosures (5 documents)

# City of Veneta, Oregon

## Request for Proposals (RFP) For An Insurance Agent of Record

**Date Due: July 23, 2015**  
**Time Due: 4:00 p.m.**

Mailing Address:  
City of Veneta  
P.O. Box 458  
Veneta, Oregon 97487

Hand Delivery:  
Veneta Administrative Center  
88184 8th Street  
Veneta, Oregon 97487

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**Request**

The City of Veneta is soliciting Requests for Proposals for Insurance Agent of Record services for the City's risk management program; property, casualty, liability, and auto insurance and for employee insurance and related benefit programs such as workers' compensation, medical including prescription coverage, dental, long-term disability, life, vision, health savings accounts, flexible spending accounts and other risk management services.

**Issuing Office**

The Finance and Administrative Services Director is the issuing officer for this Request for Proposal (RFP) and the point of contact for all process, technical and contract questions as well as protests. Shauna Hartz at (541) 935-2191 or [email shartz@ci.veneta.or.us](mailto:shartz@ci.veneta.or.us). The current Insurance Agent of Record is Ron Cutter with Brown and Brown located in Portland, Oregon. The firm is eligible to submit a proposal.

**OVERVIEW OF VENETA**

The City of Veneta is about 12 miles west of Eugene and 47 miles east of Florence. The main access roads are Highway 126 (East and West) and Territorial Road (North and South).

The City of Veneta was first incorporated in 1962. The City currently provides water, sewer, park and seasonal swimming pool, planning, street, building and maintenance, building and building related permits, storm-water, animal control, and law enforcement (under contract with Lane County) services. The City also owns an outdoor sports complex, operated by a non-profit organization, which is host to many adult and children's soccer, T-ball and softball games and tournaments, a community center that is available for citizens to rent for large gatherings, and a service center that houses numerous non-profit functions for senior citizens.

There are 16 full-time staff positions. Numerous seasonal employees are hired during the summer to operate the swimming pool and assist with landscape maintenance. The City is involved in several events each year that require volunteers. The largest being hosting a campground for 4 days in July and an egg hunt in March/April. The City also uses the services of volunteers for its feral cat program.

The total budget for the City for the 2015/2016 fiscal year is \$18,582,397. Copies of the City's budget documents and audited financial statements may be obtained through the City's website:

[www.venetaoregon.gov](http://www.venetaoregon.gov)

## **SCHEDULE AND GENERAL PROPOSAL INFORMATION**

### Anticipated RFP Schedule

The City anticipates the following general timeline for this RFP. The anticipated schedule may be changed if it is the City's best interest to do so.

- |                                  |                        |
|----------------------------------|------------------------|
| • RFP Advertised                 | June 17, 2015          |
| • Proposal Due Date              | July 23, 2015          |
| • Evaluate Proposals             | Week of July 27, 2015  |
| • Proposer Interviews (optional) | Week of August 3, 2015 |
| • Notice of Intent to Award      | August 10, 2015        |
| • Contract Approval              | August 24, 2015        |
| • Commencement of Contract       | September 1, 2015      |

### Proposed Term of Services

It is anticipated that the City of Veneta, will enter into a five year (5-year) agreement which may be extended upon written consent of both parties for an additional two (2) years.

### Duration of Proposal

Unless otherwise specified proposals must remain valid for at least 90 days. Proposals must be signed by an official authorized to bind the proposer.

### Public Record

All proposals submitted are the property of the City of Veneta and are public records. Except for information marked "Proprietary," all documents received by the City are subject to public disclosure after the City selects a contractor. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent possible under Oregon public records law.

### Incurring Costs

The City is not liable for any cost incurred by proposer prior to issuance of a contract. Costs incurred in the preparation, submission and presentation of proposals are solely the responsibility of each proposer.

### Solicitation Documents and Changes

The RFP can be downloaded from the City of Veneta website at <http://www.venetaoregon.gov> It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, addenda will be emailed, mailed or delivered to all who are known by the City of Veneta to have received a complete set of Proposal Documents. Please call (541) 935-2191 to be added to the Interested Proposer's list.

### Modification / Withdrawal

Unless otherwise specified, modification of the proposal will not be permitted; however a proposer may withdraw his or her proposal at any time prior to the submittal deadline; any request for withdrawal of a proposal shall be executed and signed by an authorized agent of the proposer. Withdrawal of proposal shall not disqualify the proposer from submitting another proposal provided it is received on time.

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.

Proposal Deadline

Proposals must be physically **received** no later than 4:00 p.m. on Thursday, July 23, 2015. Postmarks of July 23, 2015 will not be considered as received.

Submittals

Proposals must be in a sealed envelope marked "Insurance Agent of Record Proposal" and mailed to:

City of Veneta, Finance Director, P.O. Box 458, Veneta, Oregon 97487

or delivered to:

City of Veneta, Finance Director, 88184 8<sup>th</sup> Street, Veneta, Oregon 97487

Proposers are solely responsible for the means and manner of delivery when submitting proposals and are encouraged to confirm delivery prior to the deadline. Telephone, facsimile, or electronically transmitted proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration.

Any exceptions to the specifications of this RFP must be clearly identified in writing in the proposal, and referenced in the cover sheet.

Clarifications/Addendums

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 City's Finance Director. The person submitting the request will be responsible for its prompt delivery. 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 City. Receipt of an addendum must be acknowledged by signing and returning a copy of the addendum with the proposal.

Protests

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 City of Veneta, Attn: Finance Director, P.O. Box 458, Veneta, Oregon 97487. 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.

### SUBMISSION REQUIREMENTS

Each proposer must provide five copies of the proposal; one copy should be marked original. Proposals should include the following in order:

1. **Letter of Transmittal:** All Proposals must include a letter of transmittal signed by a person legally authorized to bind the proposer to its Proposal. Include a brief history of your agency.
2. **Qualifications Questionnaire:** Provide a completed Qualifications Questionnaire (Exhibit B).
3. **Compensation:** Discussion of proposed method of compensation. The City anticipates a commission basis method but is willing to consider alternative proposals. Proposer should submit a flat rate in the event there are additional services beyond the scope of the RFP are required.
4. **References:** Provide a representative listing of municipal governments for whom the Proposer is currently or has previously provided Risk Management and Insurance Broker Consulting Services, within the last three (3) years. Provide government contact name, phone number, and email address. Oregon references are preferred. The City reserves the right to explore the background, previous experience, training, financial affairs or related matters of any firm or individual under consideration for this contract.
5. **Proposer's Warranty:** Completed warranty (Exhibit C).
6. **Other:**
  - i. A statement disclosing whether the Agent or any of its staff who would work on this contract have ever been sued or been subject to professional discipline in connection with acting as Insurance Agent of Record for any client or related services. If such lawsuits or disciplinary actions have occurred, please summarize the allegations, when they occurred, and indicate the outcome of the proceedings.
  - ii. Indicate the Agent's approximate annual property/casualty premium volume from public entities.
  - iii. Any other information that you believe will assist the city in making its selection.

### OPENING OF PROPOSALS

Proposals will be opened in the Bill Smigley Room at Veneta's Administrative Center, 88184 8<sup>th</sup> Street, Veneta, Oregon at 4:15 p.m., July 23, 2015. Once opened, proposals will be filed for public inspection as allowed by Oregon Revised Statutes.

### SELECTION AND EVALUATION PROCESS

The Selection Review Committee will be comprised of at least four members. The role of the Selection Review Committee is to evaluate the proposals submitted, review results with the City Administrator and make a recommendation of the award to the City Council.

The submitted proposals will be evaluated on the following criteria (not ranked in order):

- I. Agent Marketing and Service Capabilities (35 points)
  - Experience with similar insurance programs with other Cities or governmental entities;
  - Agent's experience and reputation for service, judgment, integrity, communication and reliability;
  - Agent's skills in marketing and servicing the contract;
  - Supplemental materials supplied;
- II. Qualifications of Personnel and Organization (35 points)
  - Specific experience and skills of personnel proposed to be assigned to the contract;
  - Workload and size of firm in relation to the services required by the City;
  - Agent's facilities, location and resources for performing the services.
  - Efforts of agent to keep HR staff informed of legislative changes, informational notices, training opportunities, etc.

- III. Cost to the City (15 points)
- IV. Results of References (15 points)
- V. Results of Interview Process (Optional) (50 points)

The maximum points are 100 without interviews and 150 with interviews. Upon the completion of the evaluation and calculation of the final scores, the City intends to negotiate a contract with the Proposer whose proposal is deemed to be in the best interest of the City of Veneta.

**The City Reserves the Right:**

- To reject any or all proposals not in compliance with all public procedures and requirements and/or City policies;
- To negotiate with any proposer regarding the specifics of the proposal;
- To modify any proposal;
- To accept or reject any proposals in the best interest of the City as set forth in ORS 279B.100;
- To reject any proposal(s) not meeting the specifications set forth in the RFP;
- To waive any or all irregularities in proposals submitted;
- To consider the competency of the firm in evaluating the proposal;
- To reject all proposals;
- To request references and other supplemental materials intended to substantiate or clarify information submitted in the original proposal in order to make a determination;
- To select a firm on the basis of proposals or to conduct interviews with the highest qualified proposers following evaluation and scoring of the proposals, whichever is determined to best serve the needs of the City.

**EXHIBIT A****SCOPE OF SERVICES BEING REQUESTED**

The Insurance Agent of Record shall be responsible for acquiring property, general liability, excess liability, workers' compensation, automobile, boiler and machinery, errors and omissions, crime, bonds, permits, and any other related insurance needs, including employee benefits. The specific duties and responsibilities shall include, but are not limited to:

- (a) Assist in determining proper limits and coverages;
- (b) Assess insurance company stability, solvency and service competency;
- (c) Obtaining insurance market options and quotes to meet the City's needs, including: presentation of competitive quotes, analysis of coverage options showing potential premium differentials, and recommendation of best quote to select;
- (d) Reviewing all policies and endorsements for accuracy to ensure coverage is as described with no exclusions, endorsements, or amendments that are not fully disclosed and approved by the City;
- (e) Ensuring accuracy of premium invoice from insurance company;
- (f) Advising City on trends in insurance market; annually making an objective review of insurance program in view of market changes; make informed recommendations;
- (g) Providing an updated annual schedule of coverages which indicates, by policy, the coverage, insurance company, policy number, policy dates, premium and clear description of coverage;
- (h) Acting as resource to assist in claims processing; expediting payment of claims; providing status reports on any subrogated claims; acting as liaison with insurance company;
- (i) Providing confirmation of coverage and expected arrival date of policies and endorsements;
- (j) Providing coverage interpretation to City as requested;
- (k) Assisting Management and/or HR staff in identifying the City's risk and when necessary making safety improvement recommendations by assisting in valuing real and personal property, and identifying risks from past and present claims records;
- (l) Providing estimates for future premiums and/or trends for budgeting purposes;
- (m) Providing an annual summary of all insurance coverages, premiums charged and fees and/or commissions earned, by line of insurance coverage;
- (n) Advising Management and/or HR staff upon request regarding Certificates of Insurance received from insurance agents representing construction contractors, consultants and/or vendors for sufficient levels of coverage required by the City;
- (o) When necessary, pursue resolution directly with the insurance agents representing construction contractors, consultants and/or vendors to assist them with the submittal of certificates of insurance that meet the requirements of the City's solicitation.

- (p) Reviewing and evaluating all exposures to risk, including preparation of a detailed analysis based on periodic visits and inspection of City property; this would include property inspection of all structures, vehicles and premises to determine areas of risk. This on-site inspection shall occur during the first year of the contract and at other times as requested by the City. Also, an analysis of workers' compensation claims experience;
- (q) Establishing and maintaining effective lines of communication; responding to inquiries in a timely manner;
- (r) Upon request, developing and maintaining a claims procedure manual;  
Developing and maintaining an operational reference handbook for HR staff that would include general information on what is covered and not covered and what to do to respond to questions;
- (s) Providing claims analysis for the City to identify potential problem areas;
- (t) Keeping Management and/or HR staff informed of legislative changes, training opportunities and other applicable information as it pertains to risk management issues or insurance coverages and costs;
- (u) Keeping Management and/or HR staff advised in writing of any changes in policies and obtain City approval before implementing any changes;
- (v) Giving an annual presentation to City Council regarding renewal costs, trends, plan changes and recommendations. Attendance at other City meetings as requested.

QUALIFICATIONS QUESTIONNAIRE

AGENCY DATA

AGENTS DATA

1. How many years has your firm been in business?

- checkbox less than 5 years
checkbox 6 to 10 years
checkbox 11 to 15 years
checkbox over 15 years
checkbox other: \_\_\_\_\_

How many years have you been a licensed agent?

- checkbox 1 to 2 years
checkbox 3 to 5 years
checkbox 5 to 7 years
checkbox over 7 years
checkbox other: \_\_\_\_\_

2. How many public entities does currently work with?

- checkbox 0 to 2
checkbox 3 to 5
checkbox 6 to 10
checkbox 11 or more
checkbox other: \_\_\_\_\_

How many public entities do your firm you currently work with?

- checkbox 0 to 2
checkbox 3 to 5
checkbox 6 to 10
checkbox 11 or more
checkbox other: \_\_\_\_\_

3. How many years of experience does your firm have in insuring public entities?

- checkbox 0 to 1
checkbox 2 to 3
checkbox 4 to 7
checkbox 8 or more
checkbox other: \_\_\_\_\_

How many years of experience do you have in insuring public entities?

- checkbox 0 to 1
checkbox 2 to 3
checkbox 4 to 7
checkbox 8 or more
checkbox other: \_\_\_\_\_

4. What are the total number of the agency personnel at the location our account will be managed?

- checkbox 1 to 2 checkbox 3 to 5 checkbox 6 to 8 checkbox 9 or more checkbox Other \_\_\_\_\_

5. Please list the personnel that will be directly handling our account and indicate if they are a licensed agent and their experience in political entity insurance service.

\_\_\_\_\_
\_\_\_\_\_

6. Please list two public entity references that you feel have similar exposures to ours:

Public Entity Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Public Entity Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

- 7. List the insurance companies that you are using to cover fire and liability for the above client nearest to our size and type.
  
- 8. What is the approximate annualized commission volume your agency handles?  
 under \$50,000     \$50,001 to \$100,000     \$100,001 to \$250,000  
 \$250,001 to \$500,000     over \$500,000
  
- 9. How many licensed agents are currently employed in your firm?  
 one     2 to 3     4 to 5     6 to 8     more than 8
  
- 10. How many licensed consultants are currently employed in your firm?  
 one                       2 or more
  
- 11. Please indicate what lines of insurance your firm is licensed to write in the State of Oregon.  
 Property and Casualty Insurance  
 Health Insurance  
 Life Insurance
  
- 12. What lines of insurance are you licensed to handle?  
 Property and Casualty Insurance  
 Health Insurance  
 Life Insurance
  
- 13. Are you licensed in the State of Oregon?
  
- 14. Does the firm making this proposal currently carry professional liability, errors and omissions insurance?  
 Yes     No
  
- 15. If yes, does that policy cover the proposing agents errors and omissions acts?  
 Yes     No

Please indicate the insurance company name and the amount of insurance currently carried for professional liability:

\_\_\_\_\_

- 16. How often would your account manager contact our office to review our insurance needs and update our office?  
 once annually     twice annually     quarterly  
 monthly     other \_\_\_\_\_

17. What marketing plan would you use to assure competitive premium quotes?
- We will update the current insurance company's records only, we plan to renew your coverages with the existing carrier.
  - We will market your account to all the insurance companies we are licensed with and select the lowest premium. We will offer completed applications to all of the companies we are licensed with and request a copy of the policy forms they will use to be submitted with their quotation. Both the quotation and policy forms will be reviewed and made available to you.
  - We will pursue quotes in policy form from each of the companies currently active in public entities in our state. This will include both independent and direct written programs.
  - Other: \_\_\_\_\_
18. Describe the method you will use to select the insurance company to best fill our needs.
- Review the AM Best Guide and other pertinent consumer information. In addition to a Best Guide review we will confirm that professional liability on products and completed operations is offered.
  - In addition to the above, we will also confirm that the policies being offered provide coverage for the Oregon Tort laws.
  - Other: \_\_\_\_\_
19. Describe claims handling assistance your agency will provide us.
- Agency has no separate claims department.
  - Has claims person for reference on procedure.
  - Has claims person taking reports, making procedure references.
  - Has claims department doing above-maintains current claims files.
20. Are loss prevention services available from your firm?
- Neither agency nor insurance companies have loss prevention program.
  - Agency has no part in program but available from insurance companies.
  - Account Manager will coordinate insurance company loss prevention resources.
  - Account Manager will serve as Safety Manager- making inspections-setting up programs-working with Department Heads and Committees.
  - Agency has Loss Prevention Department doing all of above.
  - Other: \_\_\_\_\_
21. What assistance will your firm provide us in developing detailed and summary claims data?
- No reports on claims provided except copies of insurance company loss recaps by policy.
  - Gives annual report by policy coverage on own forms.
  - Gives annual report by type-cause-paid-reserve amount by policy coverage on own form.
  - Gives annual report on own form by: cause, type, size, department, paid, reserve, subrogation recovery.
  - Gives above type report more than once a year and will tailor-make reports to our needs.
  - Other: \_\_\_\_\_
22. Would your firm charge fees for any services over and above the commission received by the Agent of Record for placing of insurance?
- Yes
  - No



# PUBLIC SERVICE AGREEMENT

This Agreement is between the City of Veneta ("City") and . ("Contractor").

## Recitals

1. City is in need of an Insurance Agent of Record. The Insurance Agent of Record shall be responsible for acquiring property, general liability, excess liability, workers' compensation, automobile, boiler and machinery, errors and omissions, crime, bonds, permits, and any other related insurance needs, including employee benefits.
2. City requested proposals from local service providers, and on mmddyyyy the City accepted a proposal from Contractor as set forth in the proposal dated mmddyyyy from

## Agreement

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement, unless otherwise terminated in accordance with Section 6.8, below, will be valid for a period of five (5) years beginning September 1, 2015 and ending August 31, 2020 with a provision to be renewed every five (5) years.
2. Contractor's Obligation. Contractor will provide those services described above and within Contractor's Proposal attached as Exhibit A.
3. Compensation.
  - 3.1 Compensation will be paid, up to a maximum not to exceed amount of \$000,000, in accordance with the fee schedule set forth in Contractor's proposal. Contractor will obtain City written approval prior to exceeding this maximum amount. Payment will be made within thirty (30) days of receipt of the invoice for the services rendered.
  - 3.2 Invoicing. On or before the 30th day of each month, Contractor will provide an invoice to the City for actual services provided and calculated in accordance with Paragraph 3 above. Upon request, Contractor will provide the City with supporting documents and records supporting the invoiced services.
  - 3.3 Payments. City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal, Internal Revenue Service, and state of Oregon Department of Revenue regulations.
4. Public Property. The City shall make all provisions for Contractor to enter upon public property as necessary to perform the duties under this Agreement.
5. Access to Records. Contractor shall maintain, and City and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts of a period of three (3) years after final payment. Copies of

applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

6. Miscellaneous Provisions.

6.1 Modification or Amendment. No amendment to this Agreement shall be valid, unless in writing and signed by the parties.

6.2 Independent Contractor Status. Contractor is an independent contractor and acknowledges that it is responsible for all state and federal taxes related to payments made pursuant to this Agreement.

6.2.1 Contractor is not currently employed by City, and will not be under the direct control of City.

6.2.2 Contractor will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

6.2.3 Contractor is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

6.2.4 City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

6.3 Insurance. Contractor shall maintain during the life of this agreement and provide certification of the following minimum public liability and property damage insurance, which shall protect the Contractor from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement:

6.3.1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000.

6.3.2. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

6.4 No Continuing Waiver. The waiver of either party of any breach of this Agreement shall not operate nor be construed to be a waiver of any subsequent breach.

6.5 Indemnification. Contractor agrees to defend, indemnify and hold City harmless from and against all claims and demands for loss or damage arising out of or in any way connected with the Contractor, its employees, officers or agents, intentional or negligent acts, errors or omissions in the performance of this contract.

- 6.6 Subcontracts and Assignment. Contractor shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contract hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- 6.7 Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.
- 6.8 Termination. Either party may terminate this Agreement upon 30 days' prior written notice to the other party provided in accordance with the Notice provision in Section 6.11, below.
- 6.9 Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, 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 Lane 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 as 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.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, Contractor shall continue to perform work under this Agreement pending resolution of the dispute, and City shall make payments as required by this Agreement for undisputed portions of work.

- 6.10 Attorney Fees. If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.
- 6.11 Notice. Any notice provided pursuant to the terms of this Agreement may be hand-delivered or sent via first-class mail, and will be deemed given immediately, if hand-delivered, and three days after the date of mailing, if sent via first-class mail. Notices shall be addressed to the parties at the addresses provided below, or as updated by the parties from time to time.

- 6.12 Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon.
- 6.13 ORS Chapter 279B. The requirements contained in ORS Chapter 279B, applicable to Public Service Contracts, are incorporated in this Agreement, and attached as Exhibit B.
- 6.14 Severability. If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.
- 6.15 Entire Agreement. This agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be a force or effect with respect to those matters covered hereunder. This agreement may not be altered except in writing signed by both parties.

DATED this \_\_\_\_ day of month, yyyy      DATED this \_\_\_\_ day of month, yyyy

CITY:

CONTRACTOR:

City of Veneta  
P.O. Box 458  
Veneta, OR 97487

\_\_\_\_\_  
By: Ric Ingham  
Its: City Administrator

\_\_\_\_\_  
By:  
Its: President

## EXHIBIT B

### ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICE CONTRACTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution 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) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency 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) Contractor 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) Contractor 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 Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the 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. ORS 279B.230(1).
- (6) Contractor 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).
- (7) The Contractor 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).
- (8) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of Contracting Agency for any willful failure on

the part of Contractor to faithfully perform the contract according to its terms. Public Contracting Rule 137-049-0200(1)(b)(A).

- (11) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (12) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (13) Contractor may not assign this contract, delegate its duties, or subcontract these services without prior written approval from Contracting Agency. Public Contracting Rule 137-047-0260(2)(f).

**EXHIBIT C**

**PROPOSER'S WARRANTY**

TO: City of Veneta, Oregon

PROPOSAL OF: \_\_\_\_\_

( ) an individual ( ) a partnership ( ) a corporation  
(please mark the appropriate box) organized under the laws of the State of Oregon.

The undersigned, having carefully read and considered the Request for Proposal to provide Insurance Agent of Record services for the City of Veneta, Oregon does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal and draft Public Services Agreement. Services will be performed at the rates set forth in the Proposal.

OFFEROR \_\_\_\_\_

Company Name \_\_\_\_\_

BY \_\_\_\_\_  
Signature of Authorized Representative Date

**PRINCIPAL OFFICE ADDRESS**

Federal tax ID \_\_\_\_\_ State ID \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**THIS FORM MUST ACCOMPANY ALL PROPOSALS**