



# Request for Proposals (RFP) Facilities Condition Assessment City of Talent

Proposals are due **August 10, 2026 at 2:00 pm PST.**

## Project Description & General Information

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The City of Talent, Oregon (City) is requesting proposals from qualified firms experienced in providing Facility Condition Assessments for a wide variety of municipal buildings. The assessment should contain the following elements:

1. **Comprehensive Facility Condition Assessment:** This includes fieldwork and data collection on each of the facilities.
2. **Recommendations.** Project recommendations for improvements, repairs, renovations and capital improvements based on the data collected during the assessment that include:
  - a. An estimated repair cost
  - b. Prioritization based on urgency for repair/need.
3. **Final Report:** Final written report with supplemental spreadsheets.

It is the intent of the City to award a contract to one (1) firm capable of providing the outlined and necessary services to fulfill the Request for Proposals (RFP).

Proposal documents will be available via the [OregonBuys](#) web procurement system. Any addenda that may be issued relating to this RFP will also be posted on [OregonBuys](#).

The deadline for submitting questions is July 29, 2026, 2:00 pm. All questions must be submitted through [OregonBuys](#) where questions and answers will be available for all proposers.

Responses to this RFP are due **by 2:00 pm PST, August 10, 2026.** Proposals may be submitted digitally through [OregonBuys](#) or mailed to:

Dana Mason  
City of Talent  
PO Box 445  
Talent, OR 97540

Late proposals will not be accepted.

# Background

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## Background

The City of Talent is seeking proposals from qualified firms to inspect, evaluate, collect information, and report on 15 of the Cities facilities that represent a range of construction types, age, and uses. The purpose of this work is to evaluate the overall condition of City facilities (interior and exterior) along with their associated assets (HVAC, electrical systems, etc.). The results will serve as a benchmark for future updates, remodels, refurbishments, and possible rebuilds needed to ensure City facilities are up to compliance, safety and historical preservation standards. The assessment should collect data that supports decision-making regarding which facilities and assets require updates and the priority of updates.

The successful firm will collaborate with the City to review the assessment findings and prioritize recommendations. The firm may also be required to participate in presentations for the City Council and staff.

## City Facilities

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The firm selected will provide individual Facility Condition Assessments for the following buildings:

<b>Staff Occupied Buildings</b>	<b>Year Built</b>	<b>Sq Ft.</b>
<a href="#">City Hall</a>	2007	7,608
<a href="#">Public Works Shop &amp; Warehouse</a>	1995/1977	7,840
<a href="#">Police Station &amp; Carport</a>	1990/1995	5,816
	<b>Total Staff Buildings</b>	<b>21,264</b>

<b>Community Buildings</b>	<b>Year Built</b>	<b>Sq Ft.</b>
<a href="#">Community Center</a>	2015	5,078
<a href="#">Depot Building - Historical</a>	2003	2,373
<a href="#">Town Hall - Historic</a>	1899	5,096
<a href="#">105 Market Street (including restroom)</a>	1975	2,880
<a href="#">49 Talent Ave</a>	1994	3,976
	<b>Total Community Buildings</b>	<b>19,403</b>

<b>Parks</b>	<b>Year Built</b>	<b>Sq Ft.</b>
Skate Park Restroom	2003	150
Chuck Roberts Park Restroom	2003	120
Kamerin Springs Park Restroom	2024	96
Lynn Newbury Park Restroom	2009	224
	<b>Total Parks</b>	<b>590</b>
	<b>Total Sq. Ft.</b>	<b>41,257</b>

# Scope Of Services

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The scope of services for the project is broken out into phases, in detail below:

## Facilities Condition Assessment

- A. Conduct an analysis of each facility, documenting current conditions, including:
  - 1. Building exterior systems (roofs, envelope, façade, window systems, exterior doors, signage, entrances, exits & sidewalks)
  - 2. Building interior systems and finishes (walls, doors, floors, ceilings)
  - 3. Building structural systems (including foundations, walls, columns, supports, beams, pilings, superstructure / structural frames)
  - 4. HVAC systems
  - 5. Electrical systems
  - 6. Plumbing systems
  - 7. Utility service connections (electric, gas, water)
  - 8. Doors/Access Points
- B. Create inventories of building system, components and finishes. Inventories shall include locations and relevant identifying information.
  - 1. Provide estimates of where the equipment/components/systems are in their lifecycle.
  - 2. Interview staff, as needed, regarding their maintenance experiences with each building's systems and components.
  - 3. Document existing conditions with photos. Photos shall be taken of all building systems, components, and deficiencies.
    - a. These photos shall be included in the final report.
  - 4. Review existing building documentation to include surveys, drawings, previous evaluations, maintenance/repair projects, renovation projects, preventive maintenance evaluations and recent condition reports. The City will provide all available background documents after the contract award.

## Recommendations

- A. Develop a comprehensive list of recommended projects for needed improvements, repairs, renovations, and capital improvements based on the data collected from Phase 1 for each building.
- B. Project recommendation shall include an estimated cost (cost should include architectural, engineering costs, permits or inspection fees in addition to construction or installation costs)
- C. Projects shall address all deficiencies identified in the analysis.
- D. Projects shall be categorized by priority levels 1 – 5.

**Priority 1:** Immediate Action Needed - Critical Conditions. This priority shall include, but not be limited to, items that:

- Correct a cited life safety hazard

- Stop accelerated deterioration
- Return a system to proper operation

**Priority 2:** Potentially Critical Conditions. This priority shall include items that may inhibit the operation and functionality of the facility. Conditions in this priority include, but are not limited to:

- Rapid deterioration
- Potential life safety hazard

**Priority 3:** Deteriorating Conditions. This priority will include items that require scheduled attention to mitigate continued deterioration and/or to prevent potentially critical conditions. Examples include:

- Deferred maintenance that may cause additional damage, increased repair costs, and/or higher operating costs.
- Energy conservation requirements not included in priorities 1 or 2 shall be included in this priority.

**Priority 4:** Functional Improvements. This priority shall include items recommended to improve existing conditions or aesthetics. These improvements may not be required to meet the most basic functionality of the facility but may improve function, aesthetics/appearance, and/or reduce long-term maintenance costs. This priority includes building components that have exceeded their useful life but still operating with no or little deterioration.

- For historically significant resources, “useful life” assessment and priority recommendations will balance the impact of replacement with historic character. Recommendations for historic buildings should be consistent with the NPS Secretary of the Interior’s Standards (<https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>).

**Priority 5:** Current Code/Standards Conditions. This priority includes items that do not conform to existing codes but are “grandfathered” in their condition. No action is required at this time, but should substantial work be undertaken, requirements listed in this priority should be addressed. This priority would include:

- ADA barrier free accessibility concerns.
- Identify and report significant opportunities for increased energy efficiency
- Identify any non-code compliance issues.

## Final Report

The report shall provide an accurate view of current facility conditions, deficiencies, recommended projects, priority level of projects, timeline of when the projects should be scheduled over a specified period of years, and the cost involved for each action. At a minimum, the report shall contain:

- Introduction

- Facility description and use
- Project scope
- Methodology
- Description of current conditions
- Assessment of current conditions
- Recommendations to address deficiencies
  - These should be categorized by priority levels.
- Description of each identified project
- narrative of the intent of the project and estimated cost
- Photos of building systems, components, and all deficiencies
- Reference keys to identify where systems and components are located.

Develop a companion spreadsheet to the report which lists recommended projects for improvements, repairs, renovations, and capital improvements that provides readers with an accurate view of projects required to address deficiencies and recommendations identified in this assessment. At a minimum, the project spreadsheet shall contain:

- Building name
- Project name and description of estimated costs (cost should not include architectural, engineering costs, permits or inspection fees)
- Priority level
- Priority level designation and force ranking of projects recommended.
- Category of the type of work (i.e., site, garage, HVAC, electric, interior, life safety, etc.)
- Notes if project requires architectural or engineering services to complete

## Proposal Requirements

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Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

### Proposal Format

Proposals shall be written with a standard body text font (e.g. Calibri, Arial, Garamond) of at least 11-point.

Proposals shall be organized in accordance with the listed Proposal contents and shall not exceed **20 total pages**. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

## Introductory Letter

The introductory letter should address the Proposer's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the person authorized to represent the Proposer in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The Introductory Letter shall specifically stipulate the following statements:

*"Proposer has received and examined, as part of the Proposal, Addenda No. \_\_\_ through \_\_\_.*

*Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."*

*"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."*

*"All materials and documents acquired or produced by the firm in conjunction with the resulting contract shall be delivered to and become property of the City of Talent, without restriction or limitation of future use."*

## Project Understanding

Proposals shall demonstrate the Proposer's understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

## Project Approach

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Each Proposer should demonstrate knowledge of and prior experience with the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. Describe overall approach to project management.
2. Describe Proposer's approach and methodology for preparing project cost estimates, including the services being solicited by the RFP.
3. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.
4. Identify Proposer's specific team members, including key sub-contractors, and resources assigned to each task and activity of the RFP

5. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.
6. Describe Proposer's approach to unanticipated issues that may arise during the Project.
7. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
8. Describe Proposer's approach and abilities to interact with and engage stakeholders.
9. Identify and describe the deliverables that will result from each task and activity.
10. Identify key points of input and review with City staff.

### Proposer's Experience

Proposals shall provide a brief work history of Proposer's and any key sub-contractor's projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

1. Describe the Proposer's and key sub-contractor's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Describe the Proposer's and key sub-contractor's work experience that correspond with the Project needs, as identified in this RFP.
3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last ten (10) years that best characterize Proposer's experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date.

Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.

Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.

Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

### Project Team Experience

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, key staff, and any subcontractors to be assigned to this Project.
2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, including subcontractors, to be assigned to this Project.

3. Identify the Project roles and responsibilities of all key personnel.
4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
5. Describe the extent of principal and project manager involvement.
6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

## Project Schedule

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

## Supporting Information

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: "There is no additional information we wish to present."

## Proposal Submission

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Responses to this RFP are due by **2:00 pm PST, August 10, 2026**. Proposals may be submitted digitally through [OregonBuys](#) or a printed, unbound copy may be mailed to:

Dana Mason  
City of Talent  
PO Box 445  
Talent, OR 97540

Late proposals will not be accepted.

## Proposal Evaluation and Selection

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A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and firm presentations, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP

process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFP process.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal. The City retains the right to accept any or no Proposal that is deemed to best fit the needs of the City.

### Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

### Evaluation Criteria

Criterion	Maximum Score
Introductory Letter	n/a-Required
Project Understanding	15
Project Approach	25
Proposer's Experience	20
Project Team Experience	30
Project Schedule	10
<b>Total</b>	<b>100</b>

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process. References will not be scored but will be considered and may be a deciding factor. Poor references may result in an application being rejected or may result in adjustments to the Proposer's Experience and/or Project Team Experience scores.

### Successful Proposer Determination

The two or three proposers with the highest overall ranking, as determined by the Selection Review Committee, shall be selected for an interview. The Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

Upon determination of the Successful Proposer, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. The City may at any time elect to reject all Proposals and begin the RFP process over.

If the contract is over \$50,000, the Selection Review Committee will make a recommendation to the Talent City Council. The Talent City Council will then make the final contract award decision.

## Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of Talent  
Dana Mason  
PO Box 445  
Talent, OR 97540

Or emailed to [dmason@cityoftalent.org](mailto:dmason@cityoftalent.org)

Award protests shall include "Talent Facilities Assessment -- Award Protest" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

## Schedule

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The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Event	Date
Advertise Request for Proposals	July 8, 2026
RFP Question Submission Deadline	July 29, 2026, 2:00 pm
Addenda Issuance Deadline	July 30, 2026
Pre-Proposal Meeting	August 4, 2026, 9:00 am
Proposals Due	August 10, 2026, 2:00 pm
Evaluation of Proposals Complete	August 17, 2026
Interviews Scheduled	Week of August 17, 2026
Notice of Intent to Award	August 25, 2026
Award Protest Deadline	August 31, 2026
City Council Award (if needed)	September 3, 2026

## Pre-Proposal Meeting

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There will be a pre-submittal meeting and site visit on Monday, August 3, 2026 at 9:00 am.

## RFP Questions

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The deadline for submitting questions is **July 29, 2026, 2:00 pm**. All questions must be submitted through [OregonBuys](#) where questions and answers will be available for all proposers.

## General RFP Information

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### Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued through the OregonBuys procurement website. Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **2:00 pm on July 30, 2026**. If an addendum is issued after this date, the deadline for submittal will be extended.

### Confidentiality

All information submitted by Proposers (excluding profit and loss statements supplied for review of Proposer's, which should be marked confidential if the Proposer wishes it to be treated as such, and which shall remain the Proposer's property and be returned to Proposer) shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

*"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."*

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted

from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

## Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

## Late Proposals

All Proposals that are not received by the Proposal due date and time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal due date.

## Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

## Proposer Certifications

1. By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:
2. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
3. Proposer is familiar with the local conditions under which the work will be performed.
4. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
5. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal

submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.

6. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
7. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
8. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
9. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.
10. Proposer shall also certify Proposer's state of residence.

### Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.

### Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

### Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

### City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely

respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

### Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

### City's Reservation of Rights

The City reserves the right to waive minor irregularities or omissions in compliance with the requirements of this RFP to the extent the Selection Review Committee and Project Manager determine it is in the best interest of the City to do so. The City also reserves the right to cancel this RFP at any time if it determines it is in the best interest of the City to do so. Therefore, by proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto.

### Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly

authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

### Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

### Local and Federal Requirements

The City of Talent intends to select a firm to perform the work outline in the RFP in accordance with 2 CFR Part 200, OAR 137-048-0220, ORS 244.020 and the City's municipal code and internal administrative rules. Selection of a firm under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Talent.

The selected firm shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Selection of a firm will be conducted in accordance with ORS 244.020(1) and (13), which bars public officials from participating in the selection and award of contracts for goods and services where a real or potential conflict of interest exists.

The selected firm is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of workers compensation coverage for all employees working under this contract. The City of Talent's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation