

# REQUEST FOR PROPOSAL

## Food and Beverage Concessionaire OAK KNOLL GOLF COURSE

ISSUE DATE: March 5, 2026  
ANTICIPATED DURATION: 3 Years

PROPOSALS DUE: March 26, 2026  
Not later than 2:00 PM  
Late proposals will not be considered

REFER QUESTIONS AND SUBMIT PROPOSAL TO:

Kevin Caldwell  
Parks Division Manager  
340 S Pioneer St  
Ashland, OR 97520  
[Kevin.caldwell@ashland.or.us](mailto:Kevin.caldwell@ashland.or.us)

CITY OF  
**ASHLAND**  
20 EAST MAIN STREET ASHLAND OR 97520

## TABLE OF CONTENTS

Advertisement	4
Definitions	5
Section 1: Project Overview	6
1.1 Objectives	6
1.2 Background Information	6
Section 2: Schedule	6
Section 3: Scope of services	7
3.1 General Requirements	7
3.2 Location/Equipment/Maintenance	7
3.3 Term of Agreement	7
3.4 Utilities	7
3.5 Security	7
3.6 Payment to City	7
3.7 Point of sale/Reporting/Food and Beverage Tax	7
3.8 Purchasing/Supplies	7
3.9 Staffing/Work hours	7
3.10 Revenue	8
Section 4: Selection criteria	8
4.1 General	8
4.2 Selection criteria and scoring	8
Section 5: Proposal evaluation	9
5.1 Review	9
5.2 Defective Proposals	9
5.3 Right of rejection	9
5.4 References	10
5.5 Responsibility	10
5.6 Clarification of response	10
5.7 Finalist selection	10
5.8 Ties among Proposers	10
5.9 Notice of intent to award	10
5.10 Contract negotiation	11
5.11 Protest procedures	11
5.12 Resulting contract	11
Section 6: Contract	12
6.1 Contract form	12
6.2 Contract Duration	12
6.3 Ashland living wage requirement	12
6.4 Business license required	12
6.5 Insurance requirements	12
6.6 Laws and regulations	13
Section 7: Instructions to Proposers	13
7.1 General	13
7.2 Information of record	13
7.3 Proposal preparation	13
7.4 Proposal format and contents	13
7.5 Preparation costs	14

7.6	Conformance to solicitation requirements	15
7.7	Questions and clarifications	15
7.8	Addenda	15
7.9	Protest of requirements	15
7.10	Proposal modification	15
7.11	Proposal withdrawals	16
7.12	Proprietary information	16
7.13	Terms and conditions	16
7.14	Proposal opening	17

APPENDICES (BOUND SEPARTELY)

EXHIBIT A – OAK KNOLL CONCESSION EQUIPMENT INVENTORY	18
EXHIBIT B – OAK KNOLL CONCESSION MAINTENANCE	19
EXHIBIT C – OAK KNOLL CONCESSION MAP	20
EXHIBIT D – EXAMPLE PERSONAL SERVICES AGREEMENT	21



## ADVERTISEMENT

### CITY OF ASHLAND PARKS AND RECREATION REQUEST FOR PROPOSAL for Oak Knoll Golf Course Concessionaire

The City of Ashland is seeking Proposals from qualified individuals or organizations to operate the food and beverage concession at the Oak Knoll Golf Course. The successful proposer will be responsible for the following tasks:

- Preparation and sales of concessions for golf course customers and spectators
- Menu creation, alcohol sales and pricing according to agreement
- Providing adequate staffing, excellent customer service, security and cleanliness at all times
- Meeting all requirements as set forth in the final executed agreement with the City of Ashland
- Working directly with golf course staff to establish and maintain a positive work environment
- Passing regular health and safety inspections
- Establishing and maintaining sound accounting and cash handling practices and prepare reports on revenue according to agreement

Proposal documents may be downloaded from the City of Ashland website at [ashlandoregon.gov](http://ashlandoregon.gov). Any addenda that may be issued relating to this RFP will be available from the City of Ashland website and potential proposers are cautioned to continuously monitor the site for updates and addenda.

**A pre-proposal meeting and site walkthrough has been scheduled for 10:00 a.m. on 3/18/26**, at Oak Knoll Golf Course 3070 Hwy. 66, Ashland, OR 97520. Statements made by City representatives during the pre-proposal meeting are not binding upon the City unless confirmed by a written addendum. Attendance at the pre-proposal meeting is not mandatory, however recommended.

Hard copy proposals must be physically received by 2:00 PM on 3/26/26, at the Parks and Recreation Department offices at 340 S. Pioneer St. Ashland, OR 97520. Concessionaire selection is anticipated to result in the issuance of a contract based upon the sample contract provided in this RFP.

All proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by the solicitation document. Concessionaire selection will be based upon weighed criteria as set forth in the Solicitation Document and will include criteria such as (but not limited to): Company profile, references, financial information, menu items and pricing.

The City of Ashland reserves the right to cancel this procurement or reject any and all proposals in accordance with ORS 279B.100.

## DEFINITIONS

For the purpose of this RFP: "Agency" or "City" means City of Ashland and Ashland Parks and Recreation Department.

"Business days" means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

"Calendar days" or "days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

"Council" means City of Ashland Council

"Department" means the City of Ashland Parks and Recreation Department.

"Manager" means the Golf Course Manager or Parks Division Manager.

"Project Manager" means the person identified on the cover page of this RFP.

"Proposers"- All interested parties are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Concessionaire".

"RFP" means Request for Proposal.

"Scope of Work" means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.

"Services" means the services to be performed under the Contract by the Concessionaire.

"Statement of Work" means the specific provision in the final contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligation

## SECTION 1: PROJECT OVERVIEW

### 1.1 OBJECTIVES

The City of Ashland is seeking Proposals from qualified individuals or organizations to operate the food and beverage concession at the Oak Knoll Golf Course. The successful proposer will be responsible for the following tasks:

- Preparation and sales of concessions for golf course customers and spectators
- Menu creation, alcohol sales and pricing according to agreement
- Providing adequate staffing, excellent customer service, security and cleanliness at all times
- Meeting all requirements as set forth in the final executed agreement with the City of Ashland
- Working directly with golf course staff to establish and maintain a positive work environment
- Passing required health and safety inspections by local and state agencies.
- Establishing and maintaining sound accounting and cash handling practices, submit payment to the City as determined via contract and prepare reports on revenue according to agreement.

### 1.2 BACKGROUND INFORMATION

Since 1927, golfers of all abilities have appreciated our challenging layout and beautiful setting. Owned by the citizens of Ashland, with control and management by the City of Ashland, Oak Knoll Golf Course (OKGC) is Ashland’s only golf course — OKGC has been an integral part of the Ashland community since 1927. The par 36, 9-hole golf course is open year-round, and features a covered driving range, practice areas, including chipping and putting greens, and a clubhouse with event space and restaurant/bar. OKGC sees approximately 25,000 visitors per year and is open 7 days a week year-round. Oak Knoll Golf Course is a popular spring, summer and fall attraction for all ages and is a great venue for events of all types. Oak Knoll Golf Course currently hosts several golf tournaments, youth and adult golf programs and other non-golf events. The concession is currently closed and golf staff is selling pre-packaged food items, water, soda and canned beer as well as golf merchandise and supplies. The City will discontinue food and beverage sales once a Concessionaire contract is executed.

## SECTION 2: SCHEDULE

The schedule of events listed below represent City’s estimated schedule for this RFP. This schedule is SUBJECT TO CHANGE and will be adjusted as required.

	EVENT		DATE
1.	Request for Proposal Released		3/5/26
2.	<b>Pre-proposal site visit (10am at Oak Knoll)</b>		<b>3/18/2026</b>
3.	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	3/16/2026
4.	Last Date for City to Post Addenda	3 days prior to Proposal Closing	3/23/26
5.	<b>Closing Date (2:00 PM)</b>		<b>3/26/26</b>
7.	Responses Evaluated	~15 days after Closing Date	4/10/2026
8.	Intent to Award Announced	~15 days after Closing Date	4/10/2026

9.	Contract Development and Award	~30 days after Closing Date	4/26/2026
10.	<b>Target Concession Opening Date</b>		<b>5/1/2026</b>

**SECTION 3: SCOPE OF SERVICES**

The successful Proposer will be expected to enter into a Personal Services Agreement with the City of Ashland (Exhibit D) for the completion of the following major tasks and requirements:

**3.1 GENERAL REQUIREMENTS**

In order to help ensure a high quality and professional customer experience at Oak Knoll, excellent customer service, honesty and a spirit of team work and cooperation with City staff is mandatory. Food safety, quality and legal compliance with state and local regulations is required. Providing a safe and sanitary experience for our customers and staff is expected of a successful Proposer.

**3.2 LOCATION/EQUIPMENT/MAINTENANCE**

The City of Ashland will provide exclusive use of the concession area and the City owned equipment as described in Exhibit B. The City will assist with the maintenance of the concession area and equipment as described in Exhibit C. Proposer is responsible for the daily cleaning of the concession area, including all equipment, dishes, and hard surfaces. The City will also consider a request for the placement of a food truck on the premises subject to approval by the City of Ashland Community Development Department.

**3.3 TERM OF AGREEMENT**

It is anticipated that the initial contract term will be 12 months with an option for a 2-year extension, at the City's sole discretion. Contract extensions will be dependent upon concessionaire performance for the initial term, refer to the sample contract in Exhibit D.

**3.4 UTILITIES**

The City of Ashland will provide the following concession utilities for the business use of the concession operations: water, sewer, electricity, internet, trash disposal and natural gas.

**3.5 SECURITY**

The City of Ashland has and will maintain security cameras on the premises. Concessionaire is responsible for the security of all concession inventory, revenue, supplies and equipment located in the concession area as described in Exhibit A.

**3.6 PAYMENT TO CITY**

The City will consider various payment structures suggested by each Proposer. Payment terms to the City will be negotiated with the successful Proposer and must be part of your response to this proposal as described in section 7, instructions to Proposers.

**3.7 POINT OF SALE/REPORTING/FOOD AND BEVERAGE TAX**

Proposer is required to provide an acceptable electronic point of sale (POS) system and register/credit card processor for use by concession staff only. All revenue shall be reported to the City monthly, no later than 10 calendar days after the last day of every month. The City of Ashland imposes a 5% meals tax on all prepared food items and beverages, excluding alcoholic beverages, served in a restaurant including take out, to go, or delivered orders. Each operator is required to obtain a City of Ashland

Business Registration and impose the tax in accordance with Ashland Municipal Code Chapter 4.34: Food and Beverage Tax.

**3.8 PURCHASING/SUPPLIES**

Proposer is required to purchase all food, beverages, alcohol and any other supplies necessary for use in the concession. Existing food and beverage inventory can be available to purchase by Proposer. Proposer is responsible for all menu’s, concession signage, paper products and dishes necessary for the concession.

**3.9 STAFFING/WORK HOURS**

Proposer is responsible to adequately staff the concession during business hours. Professionalism and a clean/neat appearance are required of all staff at Oak Knoll Golf Course. Concession hours of operation are anticipated to be 10am to 6pm, 7 days a week (including Holidays). The concession cannot operate unless the Oak Knoll club house is open. Hours of operation and a staffing plan must be part of your proposal as described in section 7, instructions to Proposers. Concession staff shall have uniforms to distinguish themselves from others. Uniform minimum shall be a logo T-shirt or approved equal.

**3.10 REVENUE**

Total 2024 and 2025 golf revenue (not concession), including greens fees, driving range tokens, golf cart fees, annual pass sales and packaged food/alcohol sales is shown in the chart below.

Month	2024	2025
January	\$16,108	\$16,538
February	\$14,817	\$9,411
March	\$16,487	\$27,748
April	\$41,504	\$32,107
May	\$33,415	\$41,500
June	\$33,423	\$54,404
July	\$27,003	\$46,748
August	\$28,070	\$47,990
September	\$28,918	\$30,743
October	\$23,016	\$28,637
November	\$12,133	\$17,055
December	\$8,806	\$9,720
Totals	\$283,698	\$362,600

Total pre-packaged food and beverage (including alcohol) sales by Golf staff for the last 5 years is shown in the chart below. These sales are with the concession closed.

Year	Sales
2025	\$33,019
2024	\$34,464
2023	\$12,328
2022	\$32,503
2021	\$14,172

## SECTION 4: SELECTION CRITERIA

### 4.1 GENERAL

This method of personal services solicitation is categorized as Intermediate Procurement (contracts between \$5,000 and \$75,000). In accordance with ORS 279B.070 and AMC Section 2.50.120(A), Intermediate Procurement (4), If a contract is awarded, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.11.

### 4.2 SELECTION CRITERIA AND SCORING

The selection criteria defined below are consistent with the minimum selection criteria established for Intermediate Procurement by AMC Section 2.50.120(C). Proposals will be evaluated and scored by City of Ashland staff using the following criteria:

- **Company/Organization Profile and Experience**, 1 page maximum. (20 points possible). Proposer must provide background information and relevant experience as it relates to this RFP. Explain any golf/recreation industry experience or interest. Explain how your company/organization will improve the customer experience at Oak Knoll Golf Course. Please indicate in this section if you are proposing the use of a food truck.
- **Sample Menu and Pricing**, 1 page maximum. (15 points possible). Proposer must provide a sample menu and pricing for all food and beverage that is proposed for sale in the concession.
- **Staffing Plan**, 1 page maximum. (20 points possible). Proposer must provide a staffing plan to operate the concession 7 days a week from 10am to 6pm including holidays. If known, provide the names of the individuals who will operate and manage the concession. Clearly indicate when you anticipate having the concession open and operational. It is the goal of the City to have the concession in operation By May 1, 2026. Refer to Section 2, Schedule for estimated contract award date.
- **Financial Information**, 2 pages maximum. (30 points possible). Proposers must provide a summary of relevant financial information for consideration. Explain any marketing and partnership opportunities you will perform. Explain, in detail, your suggested payment proposal to the City of Ashland and when those payments will be made. Clearly indicate the payment differences (if any) between the different food and beverage types offered for sale. Clearly indicate your monthly sales goals for food and beverage for the first year of operation (assume contract execution on May 1, 2026). Explain how and when you will report sales information to the City and in what format. Be advised that Proposer is responsible for food and beverage tax payment to the City of Ashland.
- **References**, 1 page maximum. (15 points possible). Provide relevant professional or personal references for similar services as required by this RFP in the last 5 years. Provide summaries of relevant contracts/agreements, locations and sales history. Clearly indicate the name, email address and telephone number of references.
- **Termination for Default** (Pass or Fail). Proposers shall indicate if they have had a contract or agreement terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default. If a Proposer has had a contract or agreement terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the

proposal on the grounds of past performance.

## **SECTION 5: PROPOSAL EVALUATION**

### **5.1 REVIEW**

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of City staff. The total number of points possible for written Proposals is 100.

### **5.2 DEFECTIVE PROPOSALS**

Due to limited resources, the City of Ashland generally will not completely review or analyze Proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether an unsuccessful Proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City-adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in this RFP and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

### **5.3 RIGHT OF REJECTION**

Proposers must comply with all terms of this RFP and all applicable federal, state, and local laws, administrative rules, and regulations. The City may reject any Proposal that does not comply with all material and substantial terms, conditions, and performance requirements of this RFP. Proposers may not qualify the Proposal nor restrict the rights of the City of Ashland. If a Proposer does so, the City of Ashland may determine the Proposal to be a non-responsive counter-offer, and the Proposal may be rejected. Minor informalities that may be waived include

those that: do not affect responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other offers, are trivial, negligible, or immaterial in nature, do not reflect a material change in the work, or, do not constitute a substantial reservation against a requirement or provision.

The City of Ashland reserves the right to refrain from making an award if the City determines that to be in its best interest. A Proposal from a debarred or suspended Proposer shall be rejected.

### **5.4 REFERENCES**

The City reserves the right to investigate any and all references and the past performance information provided in the Proposal with respect to the proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers. The City of Ashland reserves the right to check any and all sources for information on a proposer's past performance, including sources other than the references provided in the proposer's Proposal. The City may consider information available from any source, including government bodies and regulatory authorities.

### **5.5 RESPONSIBILITY**

The City of Ashland reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Proposer's responsibility for performing the contract. Submission of a signed Proposal shall constitute approval for City to obtain any information the City deems necessary to conduct evaluation. The City of Ashland reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements,

cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award. City may postpone the award of contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

#### **5.6 CLARIFICATION OF RESPONSE**

The City of Ashland reserves the right to request clarification of any item in any Proposal, or to request additional information necessary to properly evaluate a particular Proposal. All request for clarification and responses shall be in writing. During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 48 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

#### **5.7 FINALIST SELECTION**

The firm with the highest cumulative score as a result of written Proposal scoring will be considered the Finalist, and all other firms will be ranked according to next highest score, etc.

#### **5.8 TIES AMONG PROPOSERS**

If the City of Ashland determines after the ranking of potential firms, that two or more of them are equally qualified to be the Finalist, City may select a candidate through any process that the City believes will result in the best value for taking into account the scope, complexity and nature of the Work. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of the City of Ashland and Proposers and shall protect the integrity of the Public contracting process. As part of the procedure for choosing the Finalist between two or more equally qualified candidates, City may elect to give a preference to a local Proposer.

#### **5.9 NOTICE OF INTENT TO AWARD**

After the completion of the evaluation and ranking, the City of Ashland will issue a written Notice of Intent to Award, naming the Finalist, and send copies to all Proposers

#### **5.10 CONTRACT NEGOTIATION**

The City of Ashland will attempt to reach an agreement with the Finalist in terms of Contractor's performance obligation, payment and reporting details, and any other modifications to the requirements described in this RFP and deemed necessary for a successful Concessionaire. The City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on in the same manner with the remaining proposers until an agreement is reached.

#### **5.11 PROTEST PROCEDURES**

The City of Ashland shall provide to all Proposers a copy of the selection notice that City sent to the Finalist. A Qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the services described in this RFP. Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not

follow these procedures shall not be considered.

This protest procedure constitutes the sole administrative remedy available to Proposers. Protests must be received within ten (10) days after issuance of the notice of intent to award the Contract. The City of Ashland will not consider late protests.

All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City. Protests based on procedural matters will not be considered. The City of Ashland's Parks and Recreation Director, or their designee, will review the protest and will provide the protesting party a written response within three (3) business days of receipt of the written protest to address provided in the proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.

If the Parks and Recreation Director's determination (response) is adverse to the protester, any further appeal of the Parks and Recreation Director's determination by the party must be submitted in writing to the Ashland Municipal Court within three (3) business days of issuance of the Parks and Recreation Director's determination (response). The Municipal Judge will review any appeal of the Parks and Recreation Director's determination and will provide to the address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.

The Municipal Court's review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of the City of Ashland contracting rules. The Municipal Judge's determination shall be City's final decision. An adversely affected or aggrieved proposer must exhaust all avenues of administrative remedies before seeking judicial review of City's Consultant selection or Notice of Intent to Award.

#### **5.11 RESULTING CONTRACT**

Upon reaching final agreement with an awarded Proposer, the City will issue a Personal Services Agreement (PSA) in substantially the form as found in Exhibit D. The PSA will include the City's Standard Terms and Conditions, the final schedule and statement of work, the proposal and all responses provided by the awarded Proposer.

### **SECTION 6: CONTRACT**

#### **6.1 CONTRACT FORM**

The Contractor selected by the City of Ashland will be expected to enter into a written agreement substantially the same form as show in Exhibit D. The Proposal should indicate acceptance of the City of Ashland contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted. Unconditional refusal to accept contract provisions will result in Proposal rejection.

#### **6.2 CONTRACT DURATION**

The City anticipates having the Concession open no later than May 1, 2026. The initial contract period is proposed as a 1-year contract with a 2-year extension if Concessionaire performance is acceptable, and subject to the City's sole discretion. Contingent upon City's need, Consultant's performance and availability of approved funding, the City of Ashland reserves the right to amend the contract (within the scope of the concession operations described in this RFP) for additional duties/operations and compensation as necessary. Proposers are advised that the award and potential dollar amount of the

contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board, should the contract amount meet those procurement thresholds.

### **6.3 ASHLAND LIVING WAGE REQUIREMENT**

Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland for the effective date of June 30, 2025 (\$19.44 per hour). Additional information on when the living wage applies and how to calculate the living wage is appended to the Personal Services Agreement included in the appendix of this RFP.

### **6.4 BUSINESS LICENSE REQUIRED**

The selected Contractor must have or acquire a current business license from the City of Ashland prior to conducting any work under the contract.

### **6.5 INSURANCE REQUIREMENTS**

Contractor shall at its own expense provide the following insurance:

- Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence. This is to cover damages caused by any error, omission, or negligent act related to the professional services to be provided under the contract.
- General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.
- Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name the City of Ashland and the elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are additional insureds. The consultant's insurance is primary and non-contributory. Insuring companies or entities are subject to City of Ashland acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City of Ashland. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

### **6.6 LAWS AND REGULATIONS**

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing. All work performed by the contractor

shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

## **SECTION 7: INSTRUCTIONS TO PROPOSERS**

### **7.1 GENERAL**

All proposals and any resulting contracts are subject to the provision and requirements of Oregon Revised Statutes, Sections 279A and 279B.

### **7.2 INFORMATION OF RECORD**

This Request for Proposal (RFP) will be distributed through the City of Ashland website. All updates, addendum, and related communications will be published on the City of Ashland website. It is the sole responsibility of the proposer to check the website (ashlandoregon.gov) on a timely basis for critical information regarding the proposal.

### **7.3 PROPOSAL PREPARATION**

Proposals shall be typewritten, precise, and shall not include unnecessary promotional material. Except for Letter of Transmittal, the proposal shall contain no more than 6 pages. One original (wet ink signature) and three complete copies of the proposal shall be submitted to the City of Ashland prior to the advertised proposal closing date.

### **7.4 PROPOSAL FORMAT AND CONTENTS**

*Responses should follow the format outlined in this RFP. Headers, titles or tabs shall be used to identify required information. Additional materials in other formats of pages beyond the stated page limit may not be considered.*

*Proposal responses shall be organized in the following manner and shall address each item listed in the Selection Criteria:*

- **Company/Organization Profile and Experience**, 1 page maximum. (20 points possible). Proposer must provide background information and relevant experience as it relates to this RFP. Explain any golf/recreation industry experience or interest. Explain how your company/organization will improve the customer experience at Oak Knoll Golf Course. Please indicate in this section if you are proposing the use of a food truck.
- **Sample Menu and Pricing**, 1 page maximum. (15 points possible). Proposer must provide a sample menu and pricing for all food and beverage that is proposed for sale in the concession.
- **Staffing Plan**, 1 page maximum. (20 points possible). Proposer must provide a staffing plan to operate the concession 7 days a week from 10am to 6pm including holidays. If known, provide the names of the individuals who will operate and manage the concession. Clearly indicate when you anticipate having the concession open and operational. It is the goal of the City to have the concession in operation By May 1, 2026. Refer to Section 2, Schedule for estimated contract award date.
- **Financial Information**, 2 pages maximum. (30 points possible). Proposers must provide a summary of relevant financial information for consideration. Explain any marketing and partnership opportunities you will perform. Explain, in detail your suggested payment proposal to the City of Ashland and when those payments will be made. Clearly indicate the payment differences (if any) between the different food and beverage types offered for sale. Clearly indicate your monthly sales goals for food and beverage for the first year of operation (assume contract execution on May 1, 2026). Explain how and when you will report sales information to

the City and in what format. Be advised that Proposer is responsible for food and beverage tax payment to the City of Ashland.

- **References**, 1 page maximum. (15 points possible). Provide relevant professional or personal references for similar services as required by this RFP in the last 5 years. Provide summaries of relevant contracts/agreements, locations and sales history. Clearly indicate the name, email address and telephone number of references.
- **Termination for Default** (Pass or Fail). Proposers shall indicate if they have had a contract or agreement terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default. If a Proposer has had a contract or agreement terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.
- **Signature on Proposal** (Pass or Fail). Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a Proposal certifies that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a Proposal also certifies that the proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this RFP.

#### **7.5 PREPARATION COSTS**

The City of Ashland may cancel a solicitation, whether informal or formal, or reject all Proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's best interest to do so. Contractor's responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: preparation, submittal, travel expenses, interviews, presentations, or evaluation of any Proposal.

#### **7.6 CONFORMANCE TO SOLICITATION REQUIREMENTS**

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments shall be submitted with the Proposal and in the required format. Failure to comply with all requirements may result in Proposal rejection.

#### **7.7 QUESTIONS AND CLARIFICATIONS**

Questions regarding the information contained in the RFP document must be submitted in writing or by email to the City of Ashland Project Manager listed on the cover page of this RFP. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline. Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information.

#### **7.8 ADDENDA**

Any addendum or addenda issued by the City of Ashland which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. All official addendums will be issued through the City of Ashland website and it shall be the proposer's sole responsibility to acquire any and all addendum pertaining to RFP.

## **7.9 PROTEST OF REQUIREMENTS**

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date. A proposer's written protest must meet the following requirements:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the Ashland Parks and Recreation Department marked as follows: PROPOSAL PROTEST, Oak Knoll Concessionaire RFP.

City Response: The City of Ashland may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City of Ashland receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document. Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

## **7.10 PROPOSAL MODIFICATION**

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP title and closing date and time. Proposers may not modify proposals after proposal closing date and time.

## **7.11 PROPOSAL WITHDRAWALS**

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Project Manager prior to the date and time set for closing. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

## **7.12 PROPRIETARY INFORMATION**

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.311 to 192.478 410 et seq.), except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims is confidential must meet the requirements of ORS 192.345, 192.355, or other applicable law. The entire proposal may not be marked as "confidential".

The City of Ashland is subject to the Oregon Public Records Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted. The City of Ashland will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and

limitations.

The entire Proposal cannot be marked confidential. All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other Proposal documents in a separate envelope or package

Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail. Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.”

This statement shall be inserted in the place where the requested information was to have been placed. Proposers who desire that additional information be treated as confidential must mark those pages as “confidential.” Proposers shall also cite the specific statutory basis for the exemption and give the reasons why the public interest would be served by the confidentially. Should a Proposal be submitted as described in this section, no portion of it will be held confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City of Ashland reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City’s Attorney, the District Attorney, or a court of competent jurisdiction.

### **7.13 TERMS AND CONDITIONS**

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, the City will not negotiate any term or condition after the protest deadline, except the statement of work and calendar with the selected proposer. By submitting a Proposal, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as such terms and conditions may have been modified or reserved by the City of Ashland for negotiation. Any Proposal that is received conditioned upon City’s acceptance of any other terms and conditions or rights to negotiate will be rejected.

### **7.14 PROPOSAL OPENING**

Unless otherwise provided by law, Proposals received in response to this RFP shall be opened at the date and time set for closing at the Parks and Recreation Department, 340 S Pioneer St. Ashland, Oregon 97520. Proposers who attend the Proposal opening shall be informed only of the names of the Proposers submitting Proposals. No other information shall be available, and no copies of the Proposals shall be made. Award decisions will NOT be made at that time.

**EXHIBIT A**  
**OAK KNOLL CONCESSION EQUIPMENT INVENTORY**

Manitowoc Ice Maker  
True Stainless Upright Refrigerator  
Stainless Dish Sink with Sprayer  
Stainless Hand Sink  
Imperial 36" Flat-top grill  
Imperial 2-basket fryer  
Avantco Hot Dog cooker  
Bar height round tables (4)  
Bar height wooden chairs (6)  
Padded bar stool (4)  
Leather Couch  
Leather Loveseat  
5' Chrome dish rack  
30" Stainless Table  
72" Stainless Prep Table  
2-Bulb Food Warmer  
37" Vevor Sandwich Station  
Whirlpool Chest Freezer  
Elite Gourmet Table Top Oven  
Small Crock Pot  
Small Microwave  
3' x 3' patio table (4)  
Cushioned Patio Chair (16)  
3' x 5' Rubber Flooring Mat (4)  
Wall Mounted Televisions (2)

**EXHIBIT B**  
**OAK KNOLL CONCESSION MAINTENANCE**

Minor maintenance shall be the responsibility of the Concessionaire. This list is a representation of the minor maintenance, the Concessionaire shall maintain these items consistent with restaurant industry standards:

1. Clean and maintain all appliances, fixtures and furniture within the concession area.
2. Maintain food preparation areas and food storage areas according to best practices.
3. Clean and maintain grease trap and range hood.
4. Clean and maintain exterior decks, outdoor furniture and accessories.
5. Comply with all restaurant, food handling and alcohol requirements and inspections by the Jackson County Environmental Public Health Division, the City of Ashland and the Oregon Liquor and Cannabis Commission.

Major maintenance shall be the responsibility of the City. This list is a representation of the major maintenance, the City shall maintain these items consistent with restaurant industry standards:

1. The City will maintain the building and grounds.
2. The City will repair or replace defective concession equipment.
3. The City will complete the required testing/inspection of hood fire suppression system.

**EXHIBIT C  
OAK KNOLL CONCESSION MAP**

***Parks Dept  
Golf Course Pro Shop***  
(3070 Highway 66)

Red crosshatched area is the designated concession area including the kitchen, bar, interior dining area and exterior dining area. All dimensions are approximate.

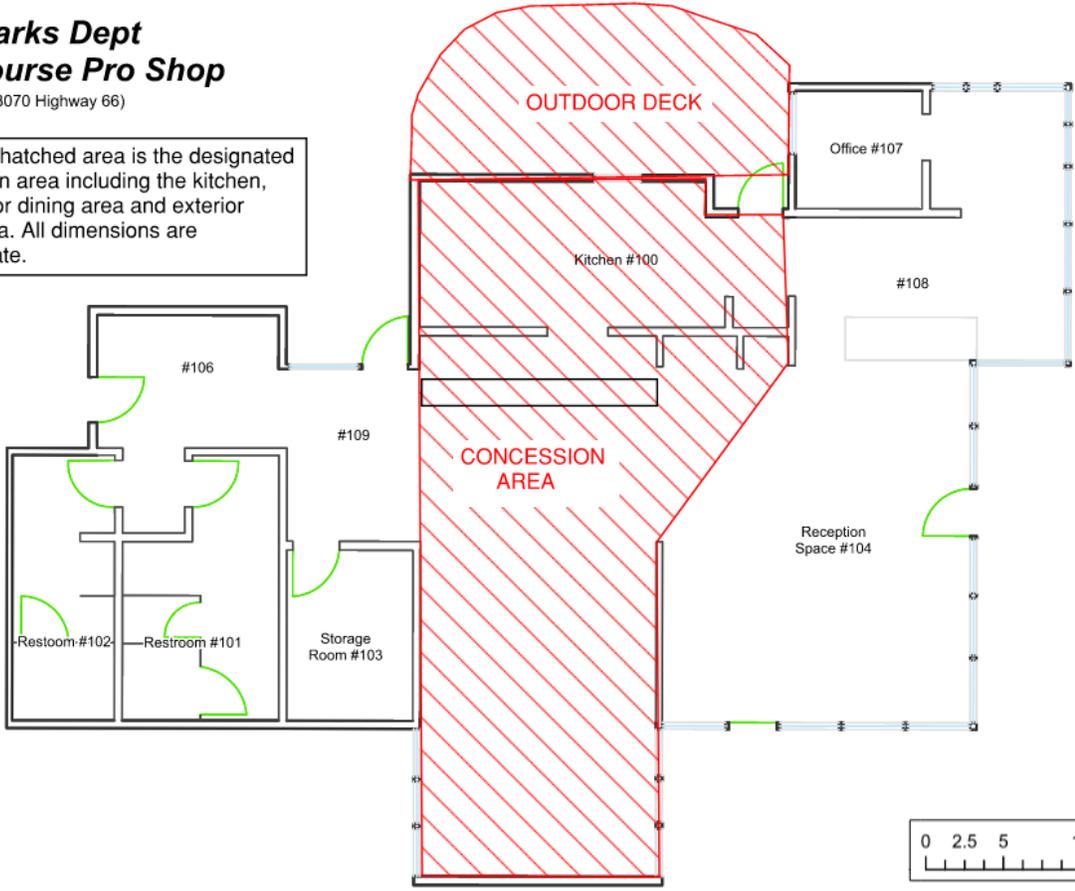




EXHIBIT D  
EXAMPLE PERSONAL SERVICES AGREEMENT

## Personal Services Agreement

### City Information

City of Ashland  
Attn:  
20 East Main Street  
Ashland, Oregon 97520  
Phone:  
Email:

### Consultant Information

Firm Name:  
Contact:  
Address:  
Phone:  
Email:

### Contract Summary

Procurement Method:  
Completion Date:  
Contract Amount:            Enter \$ amount            Spell out Amount  
Description of Services:  
Supporting Documents:

Dated:  
Dated:  
Dated:  
Dated:

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and the Consultant listed under Consultant Information above, ("hereinafter "Consultant"), for the services listed under Description of Services and Supporting Documents as noted in the Contract Summary above. In the event of conflict between provisions of the Supporting Documents, the Supporting Documents shall be given precedence in the order listed above.

This Agreement, the Exhibits and the Supporting Documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents. The Consultant's initials [\_\_\_\_\_] herein signify

acknowledgment and agreement to this provision, if applicable, or if not sign "N/A". Consultant's services are collectively referred to in this Agreement as the "Work."

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

**1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the “Effective Date”), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than the Completion Date listed under the Contract Summary in the table one page one of this agreement.

**1.1. Time is of the essence.** Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

**2. Compensation:** City shall pay Consultant the sum listed as the “Contract Amount” under the Contract Summary on page one of this document as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the Contract Amount without the express, written approval from the appropriate Department Head or City Manager. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

**3. Consultant Obligations:**

**3.1. Independent Contractor Status.** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

**3.2. Qualified Work.** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the services to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, or bonded.

**3.3. Assignment.** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

3.4. **Work Performance Obligation.** Consultant shall, at its own risk, perform the Work described in the Description of Services and in the Supporting Documents and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

3.5. **Certification.** Consultant agrees to and shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

4. **Insurance:** Consultant shall, at its own expense, maintain the following insurance:

4.1. **Worker’s Compensation.** Worker’s Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers.

4.2. **Workers’ Compensation Exemption.** If applicable, Consultant affirms and certifies that it is exempt from providing Workers’ Compensation per ORS 656.027.

Exemption criteria: Enter criteria here or delete if not applicable

Consultant initials if exempt: \_\_\_\_\_ Date: \_\_\_\_\_

4.3. **Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damage caused by error, omission or negligent acts related to the Work to be provided under this Agreement.

4.4. **General Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.

4.5. **Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

4.6. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days’ prior written notice from the Consultant or its insurer(s) to the City.

4.7. **Additional Insured/Certificates of Insurance.** Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers’ Compensation, required herein, but only with respect to Consultant’s services to be provided under this Agreement. The consultant’s insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring

companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **5. Termination:**

5.1. **Mutual Consent.** This Agreement may be terminated at any time by the mutual consent of both parties.

5.2. **City's Convenience.** This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.

5.3. **For Cause.** City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:

- If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services; or
- If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
- If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

5.4. **For Default or Breach.** Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

5.4.1. **Default:** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

5.5. **Obligation/Liability of Parties.** Termination or modification of this Agreement pursuant to subsections 5.1, 5.2, or 5.3 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless of whether such notice is given pursuant to subsection 5.1, 5.2, 5.3, or 5.4 of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

5.6. The rights and remedies of City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, costs, judgments, or other damages, caused solely by the gross negligence of City.

7. **Consultant's Compliance with Tax Laws:** Consultant represents and warrants to the City that: Consultant shall comply with all Oregon tax laws, including but not limited to ORS 305.620, ORS 305.380(4), and ORS Chapters 316, 317, 318, in addition to any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions and any tax provisions imposed by a political subdivisions of the State of Oregon.

8. **Living Wage Requirements:** If the amount of this Agreement is \$26,429.65 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.

9. **Notice:** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the addresses set forth on page one of this agreement with a copy to:

City of Ashland – Legal Department

20 E. Main Street  
Ashland, Oregon 97520  
Phone: (541) 488-5350

## 10. General Provisions:

- 10.1. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
- 10.2. **Non-appropriations Clause - Funds Available and Authorized:** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
- 10.3. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 10.4. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 10.5. **Governing Law:** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may

be dismissed, or its venue transferred, as appropriate, so as to effectuate this choice of venue.

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

**WITNESS WHEREOF**, the parties have executed this Agreement in their respective names by their duly authorized representatives as of the dates indicated below. This Agreement may be executed in two counterparts, each of which shall be deemed an original, with equal force and effect as if executed in a single document.

**City of Ashland:**

**XXXXXXXXXX (Consultant):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Sabrina Cotta, Interim City Manager

*Signature*

\_\_\_\_\_

Date

\_\_\_\_\_

*Printed Name*

Purchase Order No.

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Date*

**(W-9 is to be submitted with this signed Agreement).**

**APPROVED AS TO FORM:**

\_\_\_\_\_

City Attorney

\_\_\_\_\_

Date

**Certifications/Representations:** Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- \_\_\_\_\_ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

\_\_\_\_\_  
Consultant's signature

\_\_\_\_\_  
Date

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



**\$19.44** per hour, effective June 30, 2025.

**The Living Wage is adjusted annually every June 30 by the Consumer Price Index.**

## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$27,163** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on

a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **\$27,163**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted in areas where it can be seen by all employees.