

City of Keizer, Oregon
Request for Proposals
To provide Management of
“Keizer Artificial Turf Fields” at Keizer Rapids Park

Overview

Two artificial turf fields are currently under construction at Keizer Rapids Park. The western field will be marked for football and soccer. The eastern field will be marked for a full soccer field and perpendicular to the full field with points for temporary markings two perpendicular U12 fields, Lacrosse, and Rugby.

The City of Keizer is requesting proposals from qualified individuals, businesses or non-profit organizations to perform management of the “Keizer Artificial Turf Fields,” located at 1900 Chemawa Rd N., Keizer, Oregon. The City is seeking professional services to administer all aspects involved with managing and maintaining two new multi-sport artificial turf fields. The fields will be playable for both adult and youth football, soccer, rugby, and lacrosse. These aspects will include, but shall not be limited to, the following: operation of the park primarily as a youth and adult recreation facility open to sports organizations and others on a basis that is fair and appropriate to ensure enjoyment of the park assets by all who wish to utilize them; the proper functioning of all park operations necessary to serve the public safely and efficiently; all concession sales or rentals of goods or services in the complex and maintenance of the equipment or facilities in the complex used for those concession sales or rentals; marketing the park’s uses to all potential users under an approved marketing plan; maintenance activities, including replacement, servicing, cleaning, adjustment, and rehabilitation of parts and equipment consistent with prudent industrial practice, product specifications, design and manufacturer recommendations; custodian activities to keep the facility clean, free of litter, and sports fields in top notch playable condition; and maintain proper accounting records. The successful proposer works under the direction of the City Manager and his or her designee.

As a result of this Request for Proposals (RFP), the City will select a top qualifier with whom to commence contract negotiations. If negotiations are successful, the City will enter into a professional services contract with that individual/organization. The City will consider a management contract of three (3) years with an option to renew the contract for two (2) additional one (1) year terms upon review of proposed field slot fees, performance and provision of services. The initial contract period is anticipated to start August 15, 2024 and run through August 15, 2027. The City reserves the right to conduct periodic reviews of these services. Two (2) months prior to the conclusion of each contract period, the managing individual’s/organization’s performance will be formally evaluated. The managing individual/organization may submit revised prices for consideration at the time of renewal. The City retains the option to use alternative service methods and service providers when the City deems it appropriate.

About the City of Keizer

Keizer was established in 1982 and currently has a population of 39,500+. The City is bordered on the western edge by the Willamette River, southern edge by the city of Salem, eastern edge by Interstate 5, and the northern edge by rural portions of Marion County. Keizer is approximately 35 miles south of Portland.

The City of Keizer operates under a Council-Manager form of government. The City Council consists of a Mayor and six Councilors. The Mayor's term runs two years and the Councilors serve four-year staggered terms. The City Manager is the administrative head of city government and is appointed by the City Council.

The "Keizer Artificial Turf Fields" is a new facility built to host soccer, football, rugby, and lacrosse. The City is looking for a partner to handle either the scheduling and general management only, or the scheduling with the maintenance and operation of the two fields.

Scope of Services

The City will expect the Manager and staff to provide the following services:

A. Scheduling and General Management

1. Manager shall be responsible to schedule all adult and youth sports activities including games, practices, and events at the Keizer Artificial Turf Fields. The manager will communicate with teams, coaches, and officials to ensure availability and resolve scheduling conflicts.
2. Manager shall make field equipment available based on the scheduling needs (e.g. soccer goals, lacrosse goals, corner posts, yard line markers, etc...) if not provided by the teams or players and keep these items stored neatly when not in use. This will include lining/stripping fields if not already marked or provided by the patron.
3. Manager shall work with the City Manager or his/her designee to ensure that the Keizer Artificial Turf Fields are available for play each year. On an annual basis, the City will review and approve the Manager's business plan to ensure that the complex needs are being maximized for youth and adult programming.
4. The Manager will provide an updated list of the on-call personnel for the complex.
5. While it is anticipated that the fields will be playable in all weather conditions, the Manager shall determine if unplayable field conditions exist and be responsible for notification of users. All teams—without exception—are expected to comply with the decision of the Manager and/or City Manager or his/her designee regarding field playability.

6. Manager shall supply the City with a season by season schedule for the park. The Manager must allow reasonable access to the fields by any and all users. The Manager will provide the City a field slot fee schedule for City approval no later than December 1 each year. The fees will be equitable dependent on the type of user. A reduced rate will be provided to Keizer based teams.
7. Manager shall enforce the “no alcoholic beverages” and tobacco free rules, handle crowd control, and arrange for removal of litter at the park. All coaches are to be advised that all litter must be placed in the proper receptacles at the end of each game. The Manager must have a plan in place to handle garbage for both tournaments and regular league play.
8. The Manager will promptly advise the City of any problem that is not addressable by the Manager so that the City can rapidly respond to these needs.
9. The Manager shall make no alteration, modification, or addition to facilities without *separate written approval* of the City. Permanent equipment and structures are the property of the City. City may be willing to partner on certain approved capital expenses as resources allow and is practical to benefit the park. City is not obligated to any specific project or funding unless Council approval is granted.
10. The Manager shall strive to generate sufficient revenue to offset all costs incurred for the use of the park and generate a sinking fund for eventual timely field replacement. Maintenance includes, but is not limited to, the lighting system, scoreboards, bleachers, fences, goals, turf, and all other equipment.
11. The Manager will be responsible for all building maintenance, including vandalism to all buildings, fencing, and other structures or facilities.
12. The Manager will market and promote the complex in a manner that is respectful of the community. All marketing or promotion programs must be approved in writing by the City Manager or designee.
13. The Manager will be responsible for making the facility safe and secure for all patrons.
14. The Manager may operate mutually agreeable food concessions and/or other retail sales in the park following the city’s codes and permitting processes. The Manager will provide whatever refrigeration, cooking, dispensing and other equipment it deems appropriate for concession operation in accordance with the permitted use. The Manager will acquire appropriate food handling permits.
15. Any and all subcontracting by Manager must have prior written authorization by the City.

16. The Manager must maintain professional and proper accounting records.
17. The Manager shall indemnify, save, and hold harmless the City of Keizer and all of its agents, officers, representatives, and employees from any and all claims for losses, injuries, damages and liabilities to persons involved in sanctioned Manager activities occasioned wholly or in part by the acts or omissions of the Manager, its agents, officers, representatives, volunteers, and employees while using City facilities or otherwise while performing its activities in agreement with the City.
18. Manager shall provide a commercial liability insurance policy naming the City of Keizer and its agents, officers, representatives, and employees as an additional insured in the greater amount between the Oregon Tort Claim Statutory limits or two million dollars (\$2,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the Manager, and naming the City of Keizer as an additional insured, is for coverage during Manager activities, occasioned wholly or in part by the acts or omission of the Manager, its agents, officers, participants, volunteers, and employees while using City facilities or otherwise performing its activities in agreement with the City.
19. The manager, upon request shall provide the City with a copy of their certificate of compliance with applicable workers' compensation laws.
20. The Manager will appropriately handle any and all matters related to parking for scheduled events.
21. The Manager will limit the number of keys for access to Park facilities and equipment. No duplicates of the keys shall be made, and additional keys must be checked out by the Manager through the City Manager or his/her designee.
22. Manager agrees that when the park is not scheduled for use, the park will operate as a public facility, open to any and all users. Manager will ensure that any litter is picked up from any non-reserved use.

B. Maintenance, and Operations

1. Except as noted below, Manager shall be responsible for maintenance of the artificial field turf which will include but not be limited to raking the turf fill, adding more fill where needed, dragging the magnet over the field, and spraying as needed. The City will provide the equipment to spread and rake the turf fields.
2. Manager shall allow no cars or heavy equipment on the playing field. This is to protect the turf from damage.

3. Manager shall work with the City Manager or his/her designee to ensure that the fields at Keizer Artificial Turf Fields are available for play year-round. The Manager will also provide an updated list of management contacts, including listing the daily point of contact.
4. The Manager will promptly advise the City of any problem that is not addressable by the Manager so that the City can rapidly respond to these needs.
5. The Manager shall make no alteration, modification, or addition to facilities without *separate written approval* of the City. Permanent equipment and structures shall become the property of the City. City may be willing to partner on certain approved capital improvement projects as resources allow and is practical to benefit the park. City is not obligated to any specific project or funding unless Council approval is granted.
6. The Manager will be responsible for all building, structural, and property maintenance, including vandalism to all buildings, fencing, and other structures or facilities.
7. Manager may develop volunteer opportunities for individuals and groups. All volunteers must be qualified for the particular volunteer project and may be required to undergo a criminal background check. One of the goals of volunteer labor is to reduce the cash outlay for maintenance expenses, thereby reducing future field usage rates. Manager will work well with any current volunteer organizations to encourage (not discourage) volunteerism.
8. The Manager will be responsible for providing security of the facility and the patrons.
9. The Manager must ensure that the attached fixtures in the restrooms and concession space (upon completion) are in good working order at all times.
10. Any and all subcontracting by Manager must have prior written authorization by the City.
11. The Manager must maintain professional and proper accounting records.
12. The Manager shall indemnify, save, and hold harmless the City of Keizer and all of its agents, officers, representatives, and employees from any and all claims for losses, injuries, damages and liabilities to persons involved in sanctioned Manager activities occasioned wholly or in part by the acts or omissions of the Manager, its agents, officers, representatives, volunteers, and employees while using City facilities or otherwise while performing its activities in agreement with the City.

13. Manager shall provide a public liability insurance policy naming the City of Keizer and its agents, officers, representatives, and employees as an additional insured in the greater amount between the Oregon Tort Claim statutory limits or two million dollars (\$2,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the Manager, and naming the City of Keizer as an additional insured, is for coverage during Manager activities, occasioned wholly or in part by the acts or omission of the Manager, its agents, officers, participants, volunteers, and employees while using City facilities or otherwise performing its activities in agreement with the City.
14. The Manager will limit the number of keys for access to Park facilities. No duplicates of the keys shall be made, and additional keys must be checked out by the Manager through the City Manager or his/her designee.
15. Manager shall maintain, repair and clean the permanent restroom facilities.
16. Manager shall immediately repair all safety issues as identified by the City or that are known or discoverable by Manager.

Content of Responses

Responses to this Request for Proposals must be complete, timely, and submitted in conformance with the RFP specifications, including addressing all items listed below.

1. Names and resumes of the principal business parties named as owners, partners, or advisory to business operation. If a corporation, submit a copy of Articles of Incorporation and State Certificate of Incorporation.
2. Letter stating clear intention of what service you would like to provide for the artificial turf fields, that is to say, whether you intend to just do scheduling and general management or maintenance and operations as well.
3. Name and resume of accountant.
4. Names, addresses and phone numbers for a minimum of three references, two of which must be business related.
5. Submission of a detailed annual business and operations plan. Details to include but not be limited to: advertising/marketing sales plan, concessions plan, equipment outlay, security plan, local league program features, tournament plan, maintenance plan, challenges envisioned, special opportunities.
6. Submission of a detailed five (Years 2-5) and ten-year business and operating plan. Details will include short term goals and tasks, as well as long-range challenges and opportunities.
7. Present a letter of waiver to allow City to do reference and background investigation of principals and management individuals.

8. Detailed description on how the Manager will meet and adhere to each item listed in the Scope of Services herein.

Investigations

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any firm or individual under consideration for a contract resulting in successfully completing the RFP process. Said investigations may include, but are not limited to, credit reports, submission of audited financial statements, communication with principal clients, as appropriate, relating to the ability of your organization to successfully perform the duties and responsibilities associated with managing the Keizer Artificial Turf Fields.

Evaluation of Requests for Qualifications & Selection

The City reserves the right to accept or reject any or all submissions in the best interest of the City. In connection with the evaluation, the City may, at its option, invite one or more applicants to make an oral presentation to the selection committee at a time and location to be announced, and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

A selection committee consisting of the City Manager, the Public Works Director, the Parks/Facilities Division Manager, Assistant City Manager, a member of the Parks Committee and other City staff chosen by the City Manager will evaluate Request for Proposals submissions. The selection committee will make a recommendation to the City Council, which makes the final decision. The City reserves the right to change the make-up of the committee depending on the availability of the proposed members. The submissions will be evaluated based on the following criteria (not in ranked order). Some criteria may be weighted differently than others based solely on discretion of the selection committee.

1. Meets all qualifications and requirements identified in this RFP.
2. Includes complete and clear responses to items in the Content of Responses section.
3. Show an ability to meet all the requirements set by the Scope of Services.
4. Breadth and relevance of experience of the Management Staff to effectively administer the “Keizer Artificial Turf Fields.”
5. The professional reputation on the part of the applicant for providing high-quality services and demonstrating sound judgment, integrity, and reliability as determined by a thorough and complete background check.
6. Familiarity with laws and regulations governing Oregon local governments and operating procedures relative to the conduct of city business.
7. Availability of support staff.

8. Proposed field fees for the first five years.
9. Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.
10. The applicant's ability to work cooperatively with the City Council, City Manager, City employees, boards and commissions, and members of the business community and general public as demonstrated by positive current client references.
11. Supplemental information submitted by the applicant.
12. Results of the interview, if conducted.

Submittal Deadline

One (1) original and six (6) copies of the submission, clearly marked "Request for Proposals to provide Management of "Keizer Artificial Turf Fields" must be received by **3:00 p.m., May 15, 2024. Faxes or Electronic submittals will not be accepted.** Proposers are cautioned that failure to comply may result in non-acceptance of the proposal.

Deliver to:

**Tammie Harms, Legal Assistant
City of Keizer
930 Chemawa Road, NE
PO Box 21000
Keizer, OR 97307-1000**

Submissions received after that date and time will not be accepted or considered.

The City of Keizer shall not be responsible for any costs incurred by proposer in preparing, submitting or presenting its response to this RFP.

The City of Keizer reserves the right to make changes to the RFP by written addendum, which shall be posted on the City of Keizer website. A prospective proposer may request a change in the RFP by submitting a written request to Adam J. Brown at BrownA@Keizer.org. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Keizer no later than April 24, 2024. The City of Keizer will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. Each proposer shall ascertain, prior to submitting a proposal, that the proposer has received all addenda issued, and receipt of each addendum shall be acknowledged in the appropriate location on the addendum and included with the proposal submitted.

Keizer reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

Keizer reserves the right to request clarification of information submitted, and to request additional information from the proposer.

A Proposer may protest the award of a contract or the intent to award such a contract, which occurs first, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower Proposals or higher ranked Proposals are nonresponsive; (3) The City has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in this solicitation document; (4) The City has abused its discretion in rejecting the Protestor's Proposal as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

The Proposer must deliver the written protest to the City Manager within seven (7) days after issuance of the notice of intent to award the contract or if no notice of intent to award is issued, within forty-eight hours after award. A Proposer's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted more than seven (7) days after the issuance of the notice to award, or more than 48 hours after award if no notice of intent to award is issued.

Keizer reserves the right to award the contract to the next most qualified proposer, if the successful proposer does not execute a contract within ten (10) days after City requests proposer to sign the Contract.

Questions regarding responses to this RFP or requests for general information regarding the City of Keizer should be directed to Adam J. Brown, City Manager, City of Keizer, at 503-856-3414.