City of Keizer, Oregon Request for Proposals To provide Management of "Keizer Little League City Park"

Overview

The City of Keizer is requesting proposals from qualified individuals, businesses or non-profit organizations ("the Manager") to perform long-term management of the "Keizer Little League City Park," located at 5245 Ridge Drive, Keizer, Oregon. The City is seeking professional services to administer all aspects involved with managing and maintaining youth ball fields. These aspects will include, but shall not be limited to, the following: operation of the park primarily as a youth recreation facility open to youth 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 park and maintenance of the equipment or facilities in the park used for those concession sales or rentals; marketing the park's uses to all potential users; 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 ball fields in top notch playable condition; and maintain proper accounting records.

The Manager is expected to operate, maintain and construct capital improvements as proposed by the Manager in collaboration with the City. City will complete some capital improvements as its budget allows. The successful proposer will pay for such improvements by revenue gained from sponsorships, concessions, tournament fees and field fees. These items are discussed in more detail further in this Request for Proposals.

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 five (5) to ten (10) years with an option to renew the contract for two (1) additional five (5) year terms upon review of proposed field fees, performance and provision of services. The initial contract period is anticipated to start November 1, 2025 and run through October 31, 2030 or 2035 depending upon what is agreed with the manager. The City reserves the right to conduct periodic reviews of these services. The Manager's performance will be formally evaluated every two (2) years. 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 39,000+. 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 Little League City Park" has a long history of hosting youth sport leagues. The City is exploring alternative management plans for the park.

Scope of Services

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

- 1. Except as noted below, Manager shall be responsible for all field maintenance, including, but not limited to, mowing, lining the fields, raking the infields and warning tracks, fertilization, overseeding, and weed control. Any city-owned equipment will be at the use of the Manager. Manager is responsible for all mower maintenance and replacement.
- 2. Manager shall provide suitable sporting field equipment (except for individual player equipment) such as portable mounds, and pitching rubber, bases, double bases, home plates, field screens, lining, and turf conditioner as needed and keep these items stored neatly when not in use.
- 3. Manager shall allow no cars or heavy equipment on the playing fields without prior authorization of the City staff. This is to protect the turf and the irrigation system from damage.
- 4. Manager shall ensure that the fields at Keizer Little League City Park are available for play by local youth by March 1st of each year. On an annual basis, the City will review and approve the Manager's business plan to ensure that the focus of the organization is on youth programming, facility enhancement, and field restoration and maintenance. The Manager will also provide an updated list of management contacts.
- 5. Manager shall supply a rain-out telephone line and-website to alert participants regarding canceled games and practices. Practices will not be allowed on fields in which games have been postponed due to wet or unplayable field conditions. Field maintenance volunteers will decide the playability of the fields utilizing players' safety considerations as well as turf viability considerations. All teams—without exception—are expected to comply with the decision of the field maintenance volunteers.
- 6. Manager shall be responsible to schedule all youth leagues (Ages 18 & under), tournaments and sports activities in Keizer Little League City Park, as well as all other groups, including adult leagues and tournaments. At a minimum, regular youth league play must be available Monday

through Friday if necessary and scheduled in advance. Regular youth league is limited to Keizer-based leagues with the majority of players being Keizer residents or the league home office otherwise being physically located in Keizer.

- 7. 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 subject to Section 6 above. The Manager will provide the City a field fee schedule for the first five years as part of the Proposal. Field fees are subject to Council approval for the second five years. Field fees shall be comparable to other public fields in the Salem-Keizer metro area.
- 8. 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 all activities. Garbage cans shall be in every dugout and at every field.
- 9. 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.
- 10. The Manager shall make no alteration, modification, or addition to facilities without separate, advanced written approval of the City. Permanent equipment, fixtures, 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 that is practical to benefit the park. City is not obligated to any specific project or funding unless formal Council approval is granted.
- 11. Manager shall supply a supervision plan for each activity to be held in the park to City.
- 12. The Manager shall be responsible for all maintenance, repair and/or replacement of the park and all improvements or facilities. This will include, but is not limited to, the lighting system, scoreboards, bleachers, fences, backstops, and all other capital improvements. City may construct some capital improvements as negotiated with Manager and as approved by City Council.
- 13. The Manager will be responsible for all building maintenance, including repair of vandalism to all buildings, fencing, and other structures or facilities.
- 14. 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 fees for the users of the field.

- 15. The Manager will market and promote the park in a manner that is respectful of the community.
- 16. The Manager will be responsible for providing security of the facility and the patrons.
- 17. The Manager must operate the food concessions and/or other retail sales in the park. The Manager will provide whatever refrigeration, cooking, dispensing and other equipment it deems appropriate for concession operation. The Manager will acquire appropriate food handling permits and meet any other applicable health/safety requirements.
- 18. Any and all subcontracting by Manager must have <u>prior written</u> <u>authorization</u> by the City.
- 19. Manager is responsible for the preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America. Such financial statements are subject to review by the City within 30 days upon written request and annually on December 1st per usual.
- 20. The Manager shall indemnify, save, and hold harmless the City and all of its officers, agents, volunteers, 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, and employees while using City facilities or otherwise while performing its activities in agreement with the City.
- 21. Manager shall provide a public liability insurance policy naming the City as an additional insured in an amount of one million dollars (\$2,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the Manager, and naming the City, its officers, agents, contactors, volunteers, and employees 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, and employees while using City facilities or otherwise performing its activities in agreement with the City.
- 22. The Manager will appropriately handle any and all matters related to parking for scheduled events.
- 23. 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.
- 24. Manager shall pay all utilities associated with park use (i.e., electricity,

sewer, phone, cable TV, and natural gas), except supply of water which will be the responsibility of City.

- 25. Manager shall maintain and repair the water system and irrigate as necessary.
- 26. Manager shall maintain, repair and clean the permanent restroom facilities. Manager shall provide sufficient chemical toilets necessary to meet the needs of the park and shall be responsible for servicing the chemical toilets as needed.
- 27. Manager shall immediately repair all safety issues as identified by the City or that are known or discoverable by Manager. Manager will report any known hazards to the City as soon as practicable as well as immediately announce or flag any such hazards in a way to safeguard any potential visitors or users from harm.
- 28. 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.
- 29. Work with the City, user groups, parks board, and parks liaison to update yearly a five-year capital improvement program for the park.
- 30. Work with the City to conduct an annual user survey between the fall and spring seasons.

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 advisors to the business operation. If a corporation, submit a copy of Articles of Incorporation and State Certificate of Incorporation.
- 2. Name and resume of accountant.
- 3. Names, addresses and phone numbers for a minimum of three references.
- 4. Submission of a detailed business and operations plan for the first year of operations. 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.
- 5. Submission of a detailed five (Years 2-5) and ten (Years 6-10) year business and operating plan. Details to include the items in No. 4 above, as well as long-range challenges and opportunities.

- 6. Submission of a detailed five (Years 2-5), ten (Years 6-10) and 15 (Years 11-15) year capital improvement plan. The following are some examples of capital improvement projects, however the Proposer may list other projects:
 - a. Replacement of dug-outs;
 - b. Lighting of fields;
 - c. Artificial turf on certain fields;
 - d. Concession remodel;
 - e. Bathroom remodel;
 - f. Replacement of scoreboards;
 - g. Storm drainage projects;
 - h. Paving of main parking lot, with associated storm drain project.

The detailed five-year and ten-year plans should separately list projects proposer is committing to construct, as well as a separate list of desirable projects. Year 15 projects are proposed subject to extension and can be withdrawn.

- 7. A five-year schedule of field fees per game based on size of field. These would be the usage fees paid by regular youth league teams. Regular youth league teams shall not be charged any additional fees. If the successful proposer operates a youth baseball program, such program will pay the field fees to Manager and be accounted for separately.
- 8. Present signed letters of waiver to allow City to do reference and background investigation of principals and management individuals.
- 9. 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 Little League Park.

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 appointed at the discretion of 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 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. However, the weight given to any particular criteria will be equally applied to each and every applicant.

- 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 manage all aspects of the "Keizer Little League Park."
- 5. Type and extent of projects set forth in proposer's capital improvement plans.
- 6. The professional reputation on the part of the applicant and principal officers for providing high-quality services and demonstrating sound judgment, integrity, and reliability as determined by a thorough and complete background check.
- 7. Familiarity with laws and regulations governing Oregon local governments and operating procedures relative to the conduct of city business.
- 8. Availability of support staff.
- 9. Proposed field fees for the first five years.
- 10. Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.
- 11. 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.
- 12. Supplemental information submitted by the applicant.
- 13. Results of the in person presentation.

Submittal Deadline

One (1) original and six (6) copies of the submission, clearly marked "Request for Proposals to provide Management of "Keizer Little League City Park" must be received by **3:00 p.m.**, **September 3, 2025. 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:

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 Browna@keizeror.gov. 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 August 18, 2025. 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 Brown, City Manager, City of Keizer, at 503-856-3414.