CITY OF KEIZER REQUEST FOR PROPOSAL

PARKS MASTER PLAN UPDATE

Issue Date: August 3, 2020
Due Date: September 4, 2020
PROPOSER’S SUBMITTAL CHECKLIST

Proposers should submit one original and three copies of their proposal. In addition to the hard copy (printed paper) version of Proposal, Proposer should provide one electronic version of the Proposal on a USB drive in non-editable, Adobe format. All proposals should include the following submittals to be considered responsive:

- ✔ Introductory Letter
- ✔ Qualifications, Experience, and Project Team
- ✔ Project Approach and Understanding
- ✔ Work Plan and Deliverable Schedule
- ✔ Cost Proposal Summary (Exhibit A)
- ✔ References (Exhibit B)
- ✔ Non-Collusion and Conflict of Interest Certification (Exhibit C)
- ✔ Certification Statement for Corporation or Independent Contractor (Exhibit D)
- ✔ Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit E)
- ✔ Certification of Insurance Requirements (Exhibit F)
- ✔ Signed Addenda (if applicable)

Proposers must be submitted by the time designated in the advertisement for the Request for Proposals at the City Hall Information counter and marked received by City staff indicating the time and date as shown on the City Bid Clock at the City Hall Information counter. Any Proposals submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened.

It is the responsibility of the Proposer to deliver the Proposal by the indicated deadline to the designated location. The City will not accept responsibility for the timely delivery of any Proposal sent via a delivery service (FedEx, UPS, USPS, etc.). **Proposer is solely responsible for the Proposal to be delivered to the correct location by the correct time.**

If the Proposer submits a Proposal via a delivery service (FedEx, UPS, etc.), the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the Proposal should be written on the outside delivery service packaging.

*Keizer Public Works Department is a professional, dedicated team that proudly serves the community by effectively and efficiently building, operating and maintaining quality, safe and secure public facilities.*

*Request for Proposals – Parks Master Plan Update - 2*
Notice is hereby given that the City of Keizer is requesting proposals from qualified firms that can demonstrate competency and experience to provide the following services to develop a ten-year Comprehensive Plan Update with a ten-year Capital Improvement Program. Work entails:

- Review current Master Plan & System Development Charges (SDC) Methodology
- Conduct community forum/survey to obtain input on desire for a recreation program, to include sports group survey and identification of park & facility needs
- Conduct a community forum/survey to obtain input on park improvements/replacements
- Evaluate park and recreation services and facilities offered by the City and other agencies in the community (School Dist., Salem, Marion County etc.)
- Evaluate service level standards and make recommendations as necessary
- Provide feasibility analysis for recreation services based on survey input
- Recommendations to the existing park system based on survey input
- Evaluate each park for condition, deficiencies and current operational problems
- Evaluate the overall park system including its strength and weaknesses
- Perform an Operations, Maintenance and Organizational analysis
- Recommend changes to operations, maintenance and organization based on analysis
- Forecast maintenance impacts based on plan recommendations
- Prepare an overall funding strategy for maintenance and improvements
- Prepare Capital Improvement Plan for improvements identified
- Evaluate existing SDCs to determine ability to meet demand
- Meet with Parks Board #1 – initial meeting to discuss goals and get input from the Board
- Meet with Parks Board #2 – discuss results of community survey on recreation programs and park improvements
- Meet with Parks Board #3 – final meeting with a goal of Board making a recommendation to Council
- Present Board recommended plan to Council

The Request for Proposals can be downloaded from the City of Keizer website at www.keizer.org, or a printed copy can be obtained from the Public Works Director, 930 Chemawa Road NE, Keizer, OR 97303.

The City will post all addenda on the City website. Prospective Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFP, contact Bill Lawyer, Public Works Director at 503-856-3555.

Sealed proposals must be received by the City of Keizer, at the Information Counter, not later than 5:00 p.m., September 4, 2020 addressed to the City of Keizer, Public Works Director, Bill Lawyer, 930 Chemawa Road NE, Keizer, OR 97303. The outside of the envelopes shall plainly identify: (1) the name of the RFP and (2) the name and address of the proposer. Electronic proposals will not be accepted. Proposals received after the designated time and date will not be opened.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any and all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

Dated this 3rd day of August, 2020.

Bill Lawyer, Public Works Director
SECTION 1 – BACKGROUND AND INFORMATION

1.1 INTRODUCTION

The City of Keizer is a municipal governmental entity established in 1982. The City provides a full range of services, including police protection, water services, and an established street system. Sanitary sewer service is provided by the City of Salem through an intergovernmental agreement. Fire protection services are provided by the Keizer Fire District or Marion County Fire District #1. The City of Keizer currently has a population of approximately 38,505. 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 Council meets on the 1st and 3rd Mondays of each month and conducts work sessions on the 2nd Monday of each month (with some exceptions). The City Council acts as the Local Contract Review Board for the City.

The objective of requesting proposals is for the City to contract with a firm that can offer sound reinforcement services at the highest quality of service at a cost representing the best value to the City.

The current Parks Master Plan is on the City website at: https://www.keizer.org/parks-facilities-division.

More information is available on the City website at: www.keizer.org.

1.2 PROJECT DESCRIPTION

In general, the Project description includes facilitating the process to amend the Parks Master Plan and provide updates.

1.3 REQUIRED SERVICES

The City is seeking a qualified firm to assist with review and suggest revisions to the Parks Master Plan by developing a ten-year comprehensive plan update with a ten-year Capital Improvement Program (CIP). These include:

- Review current Master Plan & System Development Charges (SDC) Methodology
- Conduct community forum/survey to obtain input on desire for a recreation program, to include sports group survey and identification of park & facility needs
• Conduct a community forum/survey to obtain input on park improvements/replacements
• Evaluate park and recreation services and facilities offered by the City and other agencies in the community (School Dist., Salem, Marion County etc.)
• Evaluate service level standards and make recommendations as necessary
• Provide feasibility analysis for recreation services based on survey input
• Recommendations to the existing park system based on survey input
• Evaluate each park for condition, deficiencies and current operational problems
• Evaluate the overall park system including its strength and weaknesses
• Perform an Operations, Maintenance and Organizational analysis
• Recommend changes to operations, maintenance and organization based on analysis
• Forecast maintenance impacts based on plan recommendations
• Prepare an overall funding strategy for maintenance and improvements
• Prepare Capital Improvement Plan for improvements identified
• Evaluate existing SDC’s to determine ability to meet demand
• Meet with Parks Board #1 – initial meeting to discuss goals and get input from the Board
• Meet with Parks Board #2 – discuss results of community survey on recreation programs and park improvements
• Meet with Parks Board #3 – final meeting with a goal of Board making a recommendation to Council
• Present Board recommended plan to Council
SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City’s Public Works Director will issue the Request for Proposals document and will be the sole point of contact for the City for questions and concerns. The City Manager will be the recipient of any protests. Proposals must be received at the City of Keizer, Information Counter, not later than 5:00 p.m. on September 4, 2020.

Submittal Address & Questions
City of Keizer
Public Works Director
930 Chemawa Road NE
Keizer, OR 97303
lawyerb@keizer.org
503-856-3555

Protests
City of Keizer
City Manager
930 Chemawa Road NE
Keizer, OR 97303

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

2.2 RFP SCHEDULE

The City anticipates the following general timeline for receiving and evaluating proposals and selecting a Contractor. The timeline listed below may be changed if it is in the City’s best interest to do so.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RFP Advertised</td>
<td>August 3, 2020</td>
</tr>
<tr>
<td>Date to Submit Changes or Solicitation Protests</td>
<td>August 14, 2020 5:00 p.m.</td>
</tr>
<tr>
<td>Last Date for Addenda</td>
<td>August 28, 2020 12:00 p.m.</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>September 4, 2020 5:00 p.m.</td>
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<tr>
<td>Evaluate Proposals</td>
<td>September 8, 2020 to</td>
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<td>September 18, 2020</td>
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<tr>
<td>Optional Interviews</td>
<td>September 21, 2020 to</td>
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<td></td>
<td>September 25, 2020</td>
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<tr>
<td>Notice of Intent to Award</td>
<td>September 28, 2020</td>
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<tr>
<td>Protest Period ends (seven calendar days)</td>
<td>October 5, 2020</td>
</tr>
<tr>
<td>Contract Award</td>
<td>October 19, 2020</td>
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</tbody>
</table>

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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 the address set forth above. 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 the date set in the RFP Schedule.

The City of Keizer will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Public Works Director’s opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Keizer managers, employees, or agents to the prospective Proposers shall not bind the City of Keizer.

1. All addenda, clarification, and interpretations will be posted on the City of Keizer’s website at: www.keizer.org.
2. No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.
3. 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 each addendum and included with the Proposal submitted.

2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers shall be public records and subject to disclosure pursuant to the Oregon Public Records law, except such portions of the Proposals for which Proposer requests exemption from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exemptions from disclosure and which Section of Oregon Public Records law supports such exemption. Proposer should not mark the whole proposal document “confidential”. If a Proposal contains any information that is considered a trade secret under OS 192.345(2), Proposers must mark each sheet of such information with the following legend: “This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records law, ORS Chapter 192.” Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Keizer as a result of this RFP.

2.5 CANCELLATION

ORS 279B.100 provides for cancellation, rejections, or delay of proposals when the cancellation or rejection is in the best interest of the Contracting Agency as determined by the Contracting Agency. The City of Keizer reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City of Keizer’s best interest. In no event shall the City of Keizer have any liability for the cancellation of award.
2.6 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Proposals must be submitted by the time designated in the RFP Schedule at the City Hall Information counter and marked received by City staff indicating the time and date as shown on the City Bid Clock at the Information counter. Any Proposals submitted after the designated closing time or to any other location will be considered late and determined nonresponsive and will not be opened or returned. A Proposer's request for modification of a proposal, or withdrawal of a proposal received after the closing date and time is late. The City shall not consider late proposals, later requests for modifications, or late withdrawals.

Delays due to mail and/or delivery handling, including, but not limited to delays within the City of Keizer’s internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

2.7 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this RFP, the Proposer certifies that:

1. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in party by the City of Keizer, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer’s response to this solicitation.

2. The Proposer has examined all parts of the Request for Proposal, including all requirements and Contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the Contract documents thereto unless substantive changes are made in same without the approval of the Proposer.

3. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in

4. The Proposer has demonstrated quality experience as required in this RFP.

5. The Proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.

6. The Proposer will comply fully with the scope of services for the agreed Contract.

7. The Proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.
2.8 PROPOSER REQUESTS INTERPRETATION OF REP DOCUMENTS

1. Proposers shall promptly notify the City of Keizer of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.

2. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Public Works Director at the submittal location listed above.

3. The City of Keizer shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

4. Should any doubt or difference of opinion arise between the City of Keizer and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Keizer shall be final and binding upon all parties.

5. To the maximum extent allowed by law, the City may waive irregularities or strict compliance with any requirement herein if it concludes such action to be in City’s best interest.

2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Keizer services, programs, or personnel, or any other information shall be submitted in writing directly to the Public Works Director at the address in the Request for Proposals. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

2.10 COMPETITION

Proposers are encouraged to comment, in writing, on any specification or requirement within this RFP, which the Proposer believes, will inordinately limit competition. Such comments shall be submitted no later than the deadline set in the RFP schedule for solicitation protests.

2.11 SOLICITATION PROTESTS

A protest of any provision in this RFP must be made in writing and directed to the City Manager at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.
2.12 COST OF RFP AND ASSOCIATED RESPONSES

This RFP does not commit the City of Keizer to paying any costs incurred by any Proposer in the submission or presentation of a Proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers shall not include any such expenses as part of their Proposals.

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

1. The City of Keizer reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

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

3. The City of Keizer may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Keizer, become part of the public records and may be disclosed accordingly.

4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.

5. The City of Keizer reserves the right to request revisions of Proposals after the submission of Proposals and before award.

6. The City of Keizer reserves the right to negotiate revisions to the final Contract, as well as price, with the successful Proposer.

7. The City of Keizer reserves the right to request revisions of Proposals after the submission of Proposals and before award for the purpose of obtaining best offers or best and final offers.

2.14 REJECTION OF PROPOSALS

The City of Keizer reserves the right to reject any or all Proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.

2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

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

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for ninety (90) calendar days following the time and date designated for the receipt of Proposals.
2. Proposals submitted early may be modified or withdrawn only by notice to the City of Keizer Public Works Director at the Proposal submittal location prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.
3. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided they are then fully in conformance with this RFP.

2.16 PROPOSAL OWNERSHIP

1. All Proposals submitted become and remain the property of the City of Keizer and, as such, are considered public information and subject to public disclosure within the context of public records law under the Oregon Revised Statutes.
2. Except as provided in Section 2.4, unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the City of Keizer shall make available to any person requesting information through the City of Keizer’s processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so after the Notice of Intent to award has been released.

2.17 DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful Proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a Proposal will not be considered.

2.18 AFFIRMATIVE ACTION

By submitting a Proposal, the Proposer agrees to comply with all applicable local, state and federal law, including but not limited to the Fair Labor Standard Act, Title VII of the

2.19 DISADVANTAGES, MINORITY, WOMEN, AND EMERGING SMALL BUSINESSES (DMWESB)

Keizer encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. By submitting a Proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2.20 SUBCONSULTANTS

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful Proposer for work to be performed under a subcontract or subconsultant, including procurements of materials or lease of equipment, each potential subcontractor or subconsultant or supplier shall be notified by the successful Proposer of the Proposer’s obligations under the Contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

2.21 IDENTICAL PROPOSALS

If the City receives Proposals identical in price, fitness, availability and quality and chooses to award a contract, the City shall award the contract in accordance with ORS 279A.120 and OAR 137-046-0300. If the City determines that one or more proposals are identical, tiebreaker preference for identical offers are awarded on the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Oregon, and 2) Drawing lots among the identical Proposals. The City shall provide the Proposers who submitted the identical Proposals notice of the date, time and location of the drawing of lots and an opportunity for the Proposers to be present when the lots are drawn.

2.22 COMPLIANCE WITH STATE OF OREGON LAWS

By submitting a response to this solicitation, Proposer agrees that any terms and conditions stated within any Contract awarded as a result of this solicitation shall include the following laws of the State of Oregon and are hereby incorporated by reference into the Contract: ORS 279B.220, 279B.225, 279B.230, and 279B.235.
2.23 NOTIFICATION OF INTENT TO AWARD

Responsive Proposers to this RFP will be notified of the Selection Review Committee’s recommendation and the City’s intent to award a Contract not less than seven (7) days prior to award of Contract. The notice of intent to award a Contract will be directed to the person who has signed the Proposal on behalf of the Proposer.

2.24 PROTEST OF AWARD

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 after the above timeline.

2.25 OBLIGATION TO AWARD

The City’s obligation to award this RFP is contingent upon appropriation or approval of funds.

2.26 CONTRACT

The Successful Proposer will be required to sign a Contract to deliver to the City at the cost proposed providing the scope of services and conditions set forth herein. It is the City’s intent to award a Contract in substantially the form of the Contract attached to this Proposal document. Proposers may submit an alternative Contract for City’s review. The City, at its sole determination, may approve the Proposer’s offered Contract as is, require modifications, or reject the Proposer’s Contract and require that the City’s Contract be executed for the purpose of this RFP.
2.27 NOTICE TO PROCEED

Work under the Contract may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the Contract. The Notice to Proceed will state the date work under the Contract shall begin.
SECTION 3 – GENERAL PROVISIONS

3.1 DEFINITIONS (as used in these documents, except where the context otherwise clearly requires)

CIP means Capital Improvement Program.

CITY or OWNER means the City of Keizer.

CONTRACT DOCUMENTS are all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, Professional Services Contract, Scope of Services, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Consultant, Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, Cost Proposal, Proposal Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT, VENDOR, SUPPLIER is the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE is the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

RESPONSIBLE PROPOSER is a person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 and that has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575. When used alone, Responsible means meeting the aforementioned standards and is also defined in ORS 279B.110.

RESPONSIVE PROPOSAL is an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

SDC means System Development Charges.

SPECIFICATIONS are the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of proposing for the
work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

STATEMENT OF TIME is a period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

STATEMENT OF WORK or (SOW) is the formal document that defines the entire scope of the work involved for a vendor or contractor and clarifies deliverables, costs, and timeline, and provides direction on the specific services that the contractor is expected to perform by detailing the work activities and deliverables.

SUBSTANTIAL COMPLETION is a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK is all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

3.2 CITY REPRESENTATIVE

The City's Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this Contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Representative or designee shall also have authority to reject all work that does not conform to the Contract Documents.

The City Representative is:

Bill Lawyer
Public Works Director
Phone: 503-856-3555
LawyerB@Keizer.org

The City's Representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the Contract Documents are being properly fulfilled. The inspection of the work completed shall not relieve the Contractor of his/her obligation to perform acceptable work in conformance with these Contract Documents.

3.3 NOTICES, INVOICES, AND PAYMENTS

All invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Bills, and payments sent by mail should be addressed as follows:
CITY OF KEIZER
Attn: Accounts Payable
P.O. Box 21000
Keizer, OR 97307

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, bills, and payments shall be deemed given at the time of actual delivery.

All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail should be addressed as follows:

CITY OF KEIZER
Attn: Public Works Director
P.O. Box 21000
Keizer, OR 97307

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.
SECTION 4 – SCOPE OF WORK

4.1 REQUIRED SERVICES

The City is seeking a qualified firm to assist with review and suggest revisions to the current Parks Master Plan. The Proposer's project team should demonstrate the necessary experience, skills, and understanding to develop a ten-year Comprehensive Plan Update with a ten-year CIP.

4.2 CONTRACT TERM

The term of this contract shall be from October 20, 2020 through April 30, 2021. Services shall begin within ten (10) days after the receipt of the City’s Notice to Proceed. Ultimate completion includes solutions developed, reviewed, presented, and adopted by the Keizer City Council.

4.2 SCOPE OF WORK

The scope of work entails:

- Review current Master Plan & System Development Charges (SDC) Methodology
- Conduct community forum/survey to obtain input on desire for a recreation program, to include sports group survey and identification of park & facility needs
- Conduct a community forum/survey to obtain input on park improvements/replacements
- Evaluate park and recreation services and facilities offered by the City and other agencies in the community (School Dist., Salem, Marion County etc.)
- Evaluate service level standards and make recommendations as necessary
- Provide feasibility analysis for recreation services based on survey input
- Recommendations to the existing park system based on survey input
- Evaluate each park for condition, deficiencies and current operational problems
- Evaluate the overall park system including its strength and weaknesses
- Perform an Operations, Maintenance and Organizational analysis
- Recommend changes to operations, maintenance and organization based on analysis
- Forecast maintenance impacts based on plan recommendations
- Prepare an overall funding strategy for maintenance and improvements
- Prepare Capital Improvement Plan for improvements identified
- Evaluate existing SDC’s to determine ability to meet demand
- Meet with Parks Board #1 – initial meeting to discuss goals and get input from the Board
- Meet with Parks Board #2 – discuss results of community survey on recreation programs and park improvements
• Meet with Parks Board #3 – final meeting with a goal of Board making a recommendation to Council
• Present Board recommended plan to Council

4.4 INDEPENDENT CONTRACTOR

The Proposer shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Consultant, in performing the services specified in this contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Consultant is not considered an agent or employee of the City of Keizer and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Keizer provides to its employees.

4.5 PROJECT SCHEDULE AND PLAN TIMELINE

The City expects the Proposer selected for award of contract to start work as soon as a contract is executed. Refer to Attachment A for the City's Standard Professional Services Contract. The City anticipates all work will be completed by April 30, 2021. The City reserves the right to add or delete services based on the availability of project funding.

4.6 PROJECT MANAGEMENT

The City reserves the right to require written status reports (no more than twice per month) to verify Project progress, any Project Schedule or budget changes, and to document/discuss any other issues that may affect successful on-time and on-budget Project implementation.

4.7 WORK PERFORMED BY CITY AND OTHERS

The selected Proposer will coordinate with the City to implement the Project Schedule. Any specific duties the City will perform for the Project shall be identified by the Consultant. Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. At all times, the City will do its utmost to provide timely responses regarding all Project issues and questions that might arise.

4.8 PROJECT DELIVERABLES

a. Facilitate and document the public involvement process
b. Survey data and summary report
c. Needs assessment report
d. Parks SDC Methodology report
e. CIP, operations and funding plan
f. Maps to support the planning process
g. Draft System Master Plan Report
h. Final System Master Plan Report
SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

5.1 SUBMITTAL PROCESS

Each Proposer should provide four copies of their proposal with one copy marked "Original". In addition to the hard copy (printed paper) version of the proposal, Consultant should provide one electronic version of the proposal on a USB drive in non-editable, Adobe format.

Sealed proposals must be received by the City of Keizer, at the Information Counter, not later than the listed due date in the RFP Schedule. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be submitted in a sealed envelope and the outside of the envelope shall plainly identify: (1) the name of the RFP and (2) the name and address of the Proposer.

Each proposal must include, at a minimum, the items listed in Section 4, Scope of Work. The proposal must also contain the mandatory submittal content requirements requested below. Proposals not including this information may be considered non-responsive and will not be evaluated. A completeness check will be conducted for each proposal.

5.2 PROPOSAL FORMAT

Proposals should be printed double-sided and prepared in a simple, economical manner, without stiff binders or covers, fastened in the top left-hand corner, with the sections tabbed to match those in the RFP, and with all pages numbered within each section. The proposal should be prepared succinctly, providing a straight forward, concise description of the Proposer's ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

5.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

5.4 JOINT PROPOSALS

If Proposer is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the Proposal and any contracts on behalf of both itself and the Proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.
5.5 PROPOSED PROJECT TEAM

It is the City's expectation that the Project Team presented in the proposal shall be the same team used once the project is initiated. If unforeseen circumstances require a deviation from the proposed Project Team, the City reserves the right to review, in writing, the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract with the Consultant.

5.6 PROPOSAL CONTENT – MANDATORY SUBMITTAL

Proposers shall describe their qualifications and commitment to providing the required scope of services and a clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the Proposal. Failure to complete any question or request for information, in whole or in part, or any inaccurate or false information provided by the Proposer may disqualify the Proposer.

1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Professional Services Contract, Attachment A, and meet the requirements of this RFP. The Introductory Letter shall also name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Proposer. Include email address and telephone numbers. Any exceptions to the City's Standard Professional Services Contract should be provided within this Letter. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter.

2. Experience, Qualifications, and Project Team

   a. The history of the firm including the number of locations, length of time in business, number of employees, and approximate number of projects worked on per year.
   b. Resume of lead Consultant and detailed experience of other Consultants, including subconsultants if applicable, who may be assigned to the task.
   c. Submit at least three (3) examples of related/relevant private or public projects for each member of the Project Team and their assigned role for the Project.
   d. Project Team's knowledge of principles related to parks master planning, SDC methodology, and capital funding strategies.
3. Project Approach and Understanding

The Proposer must present a clear and concise understanding of the overall project and its objectives based on the available information. Proposer should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating meetings and building consensus.


Proposers must present a Work Plan and Deliverable Schedule that best addresses and fulfills the project objectives and the City's needs as described in Section 4 Scope of Work. The Proposer will have primary responsibility for developing concepts and strategies and preparation of all meeting materials, plans and related documents. The Proposer should identify strategies for soliciting and articulating project ideas and plan updates suggested by the community. Additionally, the Proposer should identify strategies for illustrating and articulating proposed standards, guidelines, criteria, etc. so the intended purpose of such standards or guidelines are easily understandable.

Work Plan must include:

a. Assigned personnel, including any subconsultants, hours anticipated and by task.
b. Proposed Project Manager, hours anticipated and by task.
c. Proposer's Work Plan must clearly reflect work assignments and products to be completed by the Proposer or City staff.

Deliverable Schedule must include:

a. A Gantt chart to reflect the project timeline by date, project team member, hours and task.

Cost Proposal Summary:

a. Costs proposed should be listed on Exhibit A.
b. List the Project Team individuals by name and if applicable, include their hourly rate and total hours for the specific tasks indicated in Section 4.
c. Individual's travel costs for workshops, meetings, or other activities, and materials and supplies are considered incidentals.
5. References

Provide three (3) references from customers for whom the Proposer is currently or has previously provided services similar to those defined in this RFP. The projects must have been completed within the last three (3) years. Include the contact names, phone number, email, and mailing address. References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. Proposer shall provide reference information on Exhibit B. Additional references may be contacted by the City at its discretion.

5.7 ADDITIONAL ATTACHMENTS REQUIRED

1. Cost Proposal Summary (Exhibit A)
2. References (Exhibit B)
3. Non-Collusion and Conflict of Interest Certification (Exhibit C)
4. Certification Statement for Corporation or Independent Contractor (Exhibit D)
5. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit E)
6. Certification of Insurance Requirements (Exhibit F)
7. Addenda – All addenda of this RFP should be submitted as part of the Proposal. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Keizer. Addenda are posted on the City of Keizer's website.
SECTION 6 – EVALUATION CRITERIA

6.1 SELECTION PROCESS

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluations, the City intends to negotiate a contract with the Proposer whose proposal best meets the City's expectations. The City intends to contract for the "best value" product and service that offers the desired level of quality at a reasonable price.

6.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of at least three members. The selection committee shall be comprised of the Public Works Director, Parks Facility Division Manager, and one Parks Board member to be nominated by the Parks Board. The City reserves the right to change the make-up of the committee depending on the availability of the proposed members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews and lend any such expertise to the process as requested by the City. However, any such person contacted by the City for their expert advice shall not at any time have communications with any Proposers regarding their proposals or the process.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. Proposals must provide a concise description of the Proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total proposal score. The City is seeking value from the service requested. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

6.3 EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the apparent successful Proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score. If final scores are within five points, the City reserves the right to negotiate with any of these Proposers or may elect to negotiate a contract using best and final offers in accordance with OAR 137-047-0261. Total possible points will be 100.
6.3.1 INTRODUCTORY LETTER

- Did Proposer include an Introductory Letter indicating an expression of interest in the project and the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Contract?
- Were any exceptions to the City contract included in the Introductory Letter?
- Did the Proposer indicate the person(s) authorized to represent the Proposer in negotiations and legally authorized to sign the Contract?

6.3.2 EXPERIENCE AND QUALIFICATIONS

- Did the Proposer provide adequate detail to determine the firm and the employee's qualifications and experience providing the required services?
- Did the Proposer describe the proposed key personnel/employees' qualifications and experience relating to the described scope of work and the proposed Project Team.
- Does the Proposer have adequate relevant experience?
- Will the proposed experience of the firm and employees meet the needs of the City?
- Did Proposer list other relevant professional capabilities demonstrated on other projects, which may include mapping, graphic displays, and other methods for communicating project concepts.

6.3.3 PROJECT TEAM

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand.

- Does the Project Team's qualifications and experience relate to the requested services?
- Will the proposed experience of the Team meet the needs of the City?
- Are there similar projects in complexity and duration, and the jurisdiction in which the work occurred characterizes the proposed Project Team's work quality and "successful" project results?
- Proposer should identify any other firms (subconsultants) included on the Project Team along with the Consultant and describe the scope of the Consultant's and each subconsultant or firm's services and responsibilities during the project.

6.3.4 PROJECT APPROACH AND UNDERSTANDING AND WORK PLAN

This evaluation component will allow the City to assess the Consultant's understanding of the services that are requested and needed for a successful project.

Keizer Public Works Department is a professional, dedicated team that proudly serves the community by effectively and efficiently building, operating and maintaining quality, safe and secure public facilities.
Request for Proposals – Parks Master Plan Update - 25
• Does the Proposer present a clear and concise understanding of the overall project and its objectives based on the available information?
• Did the Proposer describe their approach to the project?
• Did Proposer describe the significant issues and concerns that need to be addressed?
• Were there general or specific tasks the Proposer believes are important for prudent management and sequencing of the tasks, and detailed Schedule?
• Did Proposer include an explanation of how a collaborative relationship with the City will be established and the proposed best method for communication?

6.3.5 COST PROPOSAL SUMMARY

This evaluation component will confirm whether Proposer can meet the overall milestones identified in Section 4. A complete Cost Proposal Summary should be submitted on Exhibit A.

6.3.6 REFERENCES

• Did the Proposer provide three references and do the references provided by Proposer clearly demonstrate the type of services provided to customers and the length of service?
• Do the references represent customers requesting the same types of services required by the City?
• Were customers satisfied with the level of expertise and the qualifications of the key personnel and Project Team assigned to provide the required services?

6.4 EVALUATION CRITERIA SCORE GRID

The criteria listed below will be used to evaluate and score proposals to determine the apparent successful Proposer. Total possible points will be 100. Points will be weighted as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductory Letter</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Experience and Qualifications</td>
<td>30%</td>
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<tr>
<td>Project Team</td>
<td>25%</td>
</tr>
<tr>
<td>Project Approach, Understanding, and Work Plan</td>
<td>25%</td>
</tr>
<tr>
<td>Cost Proposal Summary — Exhibit A</td>
<td>10%</td>
</tr>
<tr>
<td>References — Exhibit B</td>
<td>10%</td>
</tr>
</tbody>
</table>
6.5 INTERVIEWS (Optional)

At the City's option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Keizer. Consultants invited to the interview will be responsible for making and paying for their own travel arrangements. If held, a possible 50 points will be attributed to interviews and the City will provide selected Proposers with a set of questions prior to the interview date.

6.6 RANKING OF PROPOSALS

Proposals may be ranked by the Evaluation Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second-ranked Proposer being the next most appropriate, all in the sole judgment of the Evaluation Committee. Contractor's scores will be totaled and ranked. Any Proposer's response to this RFP shall be considered de facto permission to the City of Keizer to disclose the results, when completed, to selected viewers at the sole discretion of the City of Keizer.

6.7 NEGOTIATIONS

The City may commence serial negotiations with the highest ranked, eligible Proposers or commence simultaneous negotiations with all eligible Proposers. The City may negotiate: (a) the statement of work; (b) the contract price as it is affected by negotiating the statement of work; and, (c) any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

6.8 BEST AND FINAL OFFERS

If in the best interest of the City it has chosen to employ a method of Proposer selection leading to best and final offers, the City may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(8).
SECTION 7 – CONTRACT REQUIREMENTS

7.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, Attachments, Exhibits, Proposer’s Response, Clarifications, Addenda, and Statement of Work. All such materials constitute the Contract Documents. The Public Works Director is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the Sample Professional Service Contract, Attachment A.

The Proposer must indicate a willingness to negotiate a contract in a timely, reasonable manner with the City. The City reserves the right to negotiate with the second-ranked Proposer, if the contract negotiation attempts are unsuccessful with the apparent successful Proposer.

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Proposer’s submission of a proposal for the services being solicited under this RFP, see Exhibit C, Non-Collusion and Conflict of Interest Certification. If a potential conflict could be perceived to exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The Proposer hereby agrees to accept the contract terms of the attached City Standard Professional Services Contract unless exceptions to the contract are submitted by the Proposer with their Proposal Response within the Introductory Letter. If Proposer does not provide written exceptions within the Introductory Letter and Proposer indicates exceptions after contract evaluations, City reserves the right to reject the Proposal and negotiate a contract with the next ranked Proposer or find the Proposal Response nonresponsive.

7.2 INSURANCE REQUIREMENTS

The successful Proposer must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. If Proposer is exempt from Workers' Compensation, Proposer should indicate they are exempt from workers' compensation within the Introductory Letter of the Proposal Response.

Proposer must submit documents certifying they can meet City insurance requirements: Commercial General Liability Insurance, Automobile and Collision Insurance, and Professional Liability. An overview of the Insurance Requirements is provided in Exhibit F and Proposers must submit Exhibit F to acknowledge and accept the insurance requirements noted herein.

The Proposer shall demonstrate willingness to contract and the ability to provide a Certificate of Insurance and additional insured endorsement reflecting the Insurance Requirements within ten (10) days of the Notice of Contract Award. If Proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer.
This Contract, made and entered into the _____ day of ______________, 2020, by and between City of Keizer, Oregon, 930 Chemawa Rd., NE, Keizer, Oregon, 97303 ("City"), and _______________________, ___________________ ("Contractor").

RECITALS

WHEREAS City requires the assistance with a project to Develop a Parks Master Plan Update, hereinafter referred to as ("Project") and as more fully described in this Contract;

WHEREAS, Contractor has offered to render certain specialized professional services in connection with this Project;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Term of Contract. This Contract shall cover services rendered from October 20, 2020 through April 30, 2021. Services shall begin within ten (10) days after receipt of the City’s Notice to Proceed.

2. Contractor’s Services. Contractor agrees to provide services described in Exhibit A (Exhibit A may include the Request for Proposals and Scope of Work, and any other related Contract documents), which is attached hereto and incorporated by reference into this Contract.

3. Project Deliverables. Contractor agrees to provide the following deliverables:

a. Facilitate and document the public involvement process
b. Survey data and summary report
c. Needs assessment report
d. Parks SDC Methodology report
e. CIP, operations and funding plan
f. Maps to support the planning process
g. Draft System Master Plan Report
h. Final System Master Plan Report

4. Compensation. Contractor’s compensation shall be as outlined in Contractor’s proposal attached hereto as Exhibit B and incorporated by reference into this Contract. Contractor’s compensation for the services described under this Contract shall not exceed $ ______________, unless the parties agree to a change in scope and/or compensation.

Keizer Public Works Department is a professional, dedicated team that proudly serves the community by effectively and efficiently building, operating and maintaining quality, safe and secure public facilities.

Request for Proposals – Parks Master Plan Update - 29
4.1. Extra Services beyond those basic services described in Exhibit A may be provided if requested by City and confirmed in writing by Contractor.

5. Payment Terms. Payment for services shall be made per monthly invoice for services performed within 30 days of receipt of invoice. Contractor may assess a late payment penalty of 1.5% per month on late payments. For extra services not a part of this Contract, payment shall be based on hourly rates in Exhibit B.

6. Independent Contractor. It is agreed to that Contractor shall act and be an independent contractor and not an employee of the City, and shall obtain no rights to any employee benefits, which accrue, to City’s employees.

7. Assignments. Neither the City nor Contractor shall assign this Contract without the written consent of the other.

8. Changes to this Contract. Except as provided herein, this Contract may be modified only by a written agreement executed by City and Contractor.

9. Indemnification. The Contractor agrees to indemnify and defend the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the Contractor, its officers, employees, or agents.

10. Insurance Requirements. During the term of this Contract, Contractor shall maintain, at a minimum, the following insurance.

   10.1 General Liability. Contractor shall maintain commercial general liability insurance in the amount of $1,000,000 per occurrence / $2,000,000 annual aggregate, which protects it from claims for personal injury, bodily injury and property damage.

   10.2 Automobile Liability. Contractor shall maintain automobile liability coverage for non-owned and hired autos, in the amount of $1,000,000.00 per occurrence which protects Contractor from claims for bodily injury and property damage.

   10.3 Professional Liability. Contractor shall maintain professional liability insurance in the amount of $1,000,000 per occurrence.

   10.4 Workers’ Compensation Insurance. Contractor shall maintain workers' compensation insurance as required by State statutes.
10.5 Certificates of Insurance. Prior to commencing services, and on an annual basis thereafter, Contractor shall provide City with certificates of insurance and additional named insured endorsement attesting to the existence of the insurance coverage required by this Contract. Certificates shall be endorsed to name the City of Keizer, its officers, agents, contractors, and employees as an additional insured. Such certificates shall provide that no coverage shall be cancelled without 30 days written notice to City except 10 days’ notice for non-payment of premium. In the event Contractor does not obtain or maintain the coverage required by this Contract, City may, at its option, terminate this Contract.

11. Ownership of Work Product. Upon payment of all fees an expenses, all instruments of professional services prepared by Contractor on this project, including but not limited to, drawings and specifications are the property of the City.

12. Mediation. City and Contractor agree to mediate claims or disputes arising out of or relating to this Contract before initiation litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

13. Severability. In the event that any term or provision of this Contract is found to be unenforceable or invalid for any reason, the remainder of this Contract shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

14. City Responsibilities. City agrees to provide Contractor with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Contractor in order to provide its professional services. Contractor may rely on the accuracy and completeness of these items. City agrees to provide such items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Contractor’s services.

15. Governing Law. This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Oregon.

16. Standard of Care. Contractor shall provide its services in accordance with generally accepted standards of its profession.

17. Schedule. Contractor’s services shall be performed as expeditiously as is consistent with professional skill and care. The City reserves the right to require written status reports (no more than twice per month) to verify Project progress, any Project Schedule or budget changes, and to document/discuss any other issues that may affect successful on-time and on-budget Project implementation.

18. Termination. Either City or Contractor may terminate this Contract upon seven days’ written notice. If this Contract is terminated, City agrees to pay Contractor for all services rendered and reimbursable expenses incurred up to the date of termination. Upon not less than seven days’ written notice, Contractor may suspend the performance of its services if City fails to pay
19. Entire Agreement. This Contract represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Contract shall create a contractual relationship for the benefit of any third party.

20. Notices. All notices hereunder shall be given in writing and mailed postage prepaid, addressed as follows:

A. To City:

Bill Lawyer
Public Works Director
930 Chemawa Rd. NE
Keizer, OR 97303

B. To Contractor:

21. No Responsibility for Construction Means or Methods. Irrespective of any other term in this Contract, Contractor shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures, or for construction safety, any other related programs, or for another party’s errors or omissions or for another party’s failure to complete its work or services in accordance with Contractor’s documents.

22. Prevailing Party. Should any legal proceeding be commenced between the parties to this Contract seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys’ and expert witnesses’ fees, which shall be determined by the court or forum in such proceeding or in a separate action brought for that purpose. For purposes of this provision, “prevailing party” shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

23. Public and Media Relations. Contractor shall be permitted to identify City as a customer, to use City’s name in connection with proposals to prospective customers, to reference City on the Contractor’s website and to otherwise refer to City in print or electronic form for marketing, publicity or reference purposes. However, Contractor shall not publish City’s confidential or proprietary information. Contractor and City shall coordinate all publicity efforts relating to the work covered in this Contract. Each party agrees to assist the other party in seeking to promote the work completed under this Contract and to mention the other party in press and promotional materials. City agrees to credit and reference Contractor in all material (print or
24. Non-Discrimination/Equal Opportunity. During the term of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

25. Exhibits. The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.

26. Electronic Signatures. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CITY

City of Keizer

By: __________________________   ______________________________
Christopher C. Eppley  Date:
City Manager

CONTRACTOR

By: __________________________   ______________________________
Date:

Keizer Public Works Department is a professional, dedicated team that proudly serves the community by effectively and efficiently building, operating and maintaining quality, safe and secure public facilities.
EXHIBIT A – COST PROPOSAL SUMMARY

In accordance with the Request for Proposals issued by the City of Keizer, the firm referenced below hereby submits a Cost Proposal Summary. Use Additional pages to provide clarifications if needed.

<table>
<thead>
<tr>
<th>Items</th>
<th>Description</th>
<th>List Personnel</th>
<th>Hours</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Assessment of current Parks &amp; Recreation system</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Assessment and final report on Keizer’s Parks SDC methodology, including recommended adjustments</td>
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<tr>
<td>3</td>
<td>Draft and final reports on recommended updates to the Keizer Parks Master Plan, including proposed projects</td>
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<td>4</td>
<td>Meetings with staff, officials, and public groups</td>
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<td></td>
<td>TOTAL</td>
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I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal and if selected, agrees to furnish all services in accordance with the RFP and addenda. In addition, all City of Keizer project requirements, including insurance, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: __________________________________________
Signature: __________________________________________
Printed Name: __________________________________________
Title: __________________________________________
Date: __________________________________________

Keizer Public Works Department is a professional, dedicated team that proudly serves the community by effectively and efficiently building, operating and maintaining quality, safe and secure public facilities.

Request for Proposals – Parks Master Plan Update - 34
EXHIBIT B – REFERENCES

Provide at least three (3) references with telephone numbers and email addresses. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

REFERENCE 1

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Telephone Number</th>
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<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Email</th>
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<tr>
<th>Mailing Address</th>
<th>Contract Term</th>
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<table>
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<th>Project Description</th>
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REFERENCE 2

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REFERENCE 3

<table>
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<td>Email</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Contract Term</td>
</tr>
</tbody>
</table>

Project Description

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
EXHIBIT C – NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this RFP, Exhibits, Attachments, and Addenda, if applicable, for the term of the Contract and certifies that the Proposer is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Proposal.

CERTIFICATIONS

Non-Collusion. The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or Response to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Discrimination. The undersigned Proposer has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disable veteran in obtaining a required subcontract.

Conflict of Interest. The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in party by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer’s response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer’s submittals.

Proposer must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Proposer must disclose any current or past relationship as a City of Keizer employee. If a perceived conflict may exist then attach a letter of explanation disclosing the potential conflict or relationship.
Disadvantaged, Minority, Emerging Small Business (DMESB) (check applicable box): ☐ Yes ☐ No

The Proposer hereby certifies that the information contained in these certifications and representations are accurate, complete, and current.

<table>
<thead>
<tr>
<th>Proposer’s Firm Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address, City, State, Zip</td>
<td>Tax Identification No.</td>
</tr>
<tr>
<td>Fax Number</td>
<td>Email Address</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>
EXHIBIT D – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership

I certify under penalty of perjury that Contractor is a (check one):

☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Nonprofit Corporation authorized to do business in the State of Oregon

Signature:__________________________________________
Title:________________________________ Date:________________________

B. Contractor is a Sole Proprietor Working as an Independent Contractor

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.

2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.

3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.

4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independence contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

☐ Contractor’s services are primarily carried out at a location that is separate from Contractor’s residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.

☐ Contractor bears the risk of loss related to the services provided under this Contract.

☐ Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.

☐ Contractor makes a significant financial investment in the business

☐ Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature:___________________________ Date:________________________
EXHIBIT E – PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARTMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the Proposer to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify the Public Works Director within 30 days of any change in the information provided on this form.

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state, or local entity, department or agency;

2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offense enumerated in Paragraph 2 of this certification;

4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;

5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract;

6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reasons related to contract performance.

If Proposer is unable to attest to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

Signature: _______________________________ Date: __________________

Print Name and Title: __________________________________________________________

Contact Person for this Procurement: ____________________________________________

Phone: ________________________________ Email: ________________________________
EXHIBIT F – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor’s expense the insurance noted below.

General Liability. Contractor shall maintain commercial general liability insurance in the amount of $1,000,000 per occurrence / $2,000,000 annual aggregate, which protects it from claims for personal injury, bodily injury and property damage.

Automobile Liability. Contractor shall maintain automobile liability coverage for non-owned and hired autos, in the amount of $1,000,000.00 per occurrence which protects Contractor from claims for bodily injury and property damage.

Professional Liability. Contractor shall maintain professional liability insurance in the amount of $1,000,000 per occurrence which protects it from damages caused by error, omission or any negligent acts of Contractor, its subcontractors, agents, officers, or employees performance under this Contract.

Workers’ Compensation Insurance. Contractor shall maintain workers’ compensation insurance as required by State statutes.

Coverage must be provided by an insurance company authorized to do business in Oregon. Contractor’s coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance and additional named insured endorsement attesting to the existence of the insurance coverage required by this Contract. Certificates shall be endorsed to name the City of Keizer, its officers, agents, contractors, and employees as an additional insured.

Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage.

Certificate holder should be: City of Keizer, PO Box 21000, Keizer, OR 97307. Certificates of insurance can be emails to City Recorder at DavisT@Keizer.org.

Contractor’s Acceptance: ________________________________

Date: ____________________