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City of Eugene  
860 West Park, Suite 300  
Eugene, Oregon 97401  
(541) 682-5055  
(541) 682-6233 FAX

**Date:** May 6, 2002  
**To:** All Interested Parties  
**From:** Carol K. Pomes, Purchasing Manager  
**Subject:** Downloading Web Site Documents

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The City of Eugene offers certain request for bids, proposals, quotations, and qualifications available to be downloaded. The City requires each bidder to follow specific requirements as noted below. If the Bidder does not comply with these requirements they will risk the possibility of not receiving a complete solicitation packet and may be deemed a non-responsive bidder.

Please note that if this solicitation is downloaded, it will include all current amendments that may have been issued since the original bid was posted. The Bidder will not need to download the current amendments separately. However, the Bidder will be required to complete, sign, and return a "FAX BACK" form that includes all of their current contact information. By submitting this information the Bidder allows the City to send any supplemental information in addition to the original documents.

**Disclaimer:** The recipient of any downloaded document from this web site shall be responsible for completing and returning to the City of Eugene, Purchasing Office the attached "FAX BACK" form. The recipient shall be responsible for the accuracy of the information on the form submitted. By doing so the recipient will allow the City of Eugene to send any additional documentation, including amendments, which may be issued relative to a particular document. The City takes no responsibility for informing recipients of changes to original documents if the attached "FAX BACK" form has not been sent to the Purchasing Office.

Any unidentified modifications to the original document issued by the City shall be null and void. In those instances where modifications are unidentified, the original document issued by the City of Eugene shall take precedence. The recipient of any downloaded documents is responsible for clearly identifying any and all changes or modifications to a document upon submission to the City.

# REQUEST FOR PROPOSALS

## **Parks, Recreation & Open Space Comprehensive Plan**

RFP No. 2002200118

Proposals Due  
**Friday, May 24, 2002**  
**2:30 p.m.**

### **SECTIONS**

Invitation to Submit Proposals

Required Forms

Requirements/Specifications

Proposed Contract Provisions

CITY OF EUGENE  
Finance Division/Purchasing  
860 West Park, Suite 300  
Eugene, Oregon 97401

Telephone: (541) 682-5055  
Fax: (541) 682-6233



CITY OF EUGENE  
INVITATION TO SUBMIT PROPOSALS  
RFP No. 2002200118

Proposals for a **Parks, Recreation & Open Space Comprehensive Plan** for the City of Eugene, Public Works Parks & Open Spaces Division will be accepted by Carol Pomes, Purchasing Manager, Purchasing Section, 860 West Park, Suite 300, Eugene, Oregon 97401 until **2:30 p.m., Friday, May 24, 2002**. Proposals will be opened immediately thereafter and publicly read aloud. Proposals received after the stated time will not be considered.

An optional pre-proposal will be held at the City of Eugene Finance Division office, 860 West Park, Suite, 300, Eugene, Oregon 97401, at 2:00 PM, Tuesday May 14<sup>th</sup>, 2002.

Copies of the specifications and Request for Proposal documents are available at the Purchasing Section Office.

The primary purpose of the consultant for the Parks, Recreation & Open Space Comprehensive Plan is to conduct public meetings and make recommendations for future parks, recreation facilities and programs, and open space.

Each proposal must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.

No proposal will be accepted by the City unless it contains a statement by the bidder as a part of the proposal that the bidder in carrying out the contract will comply with all applicable laws.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals or waive any specification or requirement upon a finding of the City it is in the public interest to do so.

Dated May 6, 2002

Jeff J. Perry  
Buyer  
City of Eugene  
(541) 682-6820

May 6, 2002

RFP No. 2002200118

## INVITATION TO SUBMIT PROPOSALS

Sealed proposals will be received by the City of Eugene until **2:30 p.m., Friday, May 24, 2002**, in the City of Eugene Purchasing Office, 860 West Park, Eugene, Oregon 97401 for supplying the City's requirements for a Parks, Recreation & Open Space Comprehensive Plan, meeting City of Eugene standard specifications attached.

Proposals will be opened at that time and the presence of bidders, while not required, is nevertheless invited.

PLEASE PROVIDE 1 ORIGINAL AND 7 COPIES OF YOUR PROPOSAL.

The list of evaluation criteria is included in the Request for Proposal documents.

Subsequent contract or purchase order award will contain applicable standard contract provisions as required by law.

The City of Eugene reserves the right to reject or accept any or all proposals, or to waive any condition of the request for proposal requirements.

Please follow the instructions enclosed and if any additional information is required, contact the buyer at (541) 682-6820.

Cordially,

Jeff J. Perry  
Buyer

Enclosure

**CITY OF EUGENE  
RFP/BIDDING INSTRUCTIONS**

1. Fill out and return with your proposal the attached Standard Proposal Form and all required forms described in the request for proposal Requirements & Specifications.
2. Any exceptions to any of the specifications, requirements, or terms and conditions must be noted in writing, and attached to the proposal when submitted. Note: The bidder may take exceptions to any standard of the specification; however, the City of Eugene reserves the right to reject or accept any or all bids, or to waive any condition of the bid requirements, in the best interest of the City.
3. A protest of the RFP specifications shall be delivered to the Purchasing Manager, in writing, no later than 5 (five) calendar days prior to the proposal closing. Contents of the protest shall include the reasons for protest and any proposed changes to the specifications. Envelopes containing protests of proposal specifications shall be marked as follows: "RFP Specification Protest" and shall include the proposal number or other identification.
4. Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued more than 72 (seventy-two) hours before the scheduled closing time for filing proposals, shall be binding upon the bidder.

The bidder is obligated to notify the City of the receipt of this addendum in his/her proposal. Failure to acknowledge receipt of addenda may be cause for rejection of the proposal.

5. Submit 1 ORIGINAL and 7 COPIES of your sealed proposal to the City of Eugene Purchasing Office, 860 West Park, Suite 300, Eugene, Oregon 97401, prior to 2:30 p.m. on Friday, May 24, 2002. Proposer shall bear all risks associated with delays in the US Mail or delivery services.
6. **MARK ALL ENVELOPES AS FOLLOWS:**  
  
**Proposal to be opened: 2:30 p.m., May 24, 2002, "Parks, Recreation & Open Space Comprehensive Plan"**
7. Proposals will be opened at the City of Eugene Purchasing Office, 860 West Park, Suite 300, Eugene, Oregon 97401, at 2:30 p.m. on Monday, May 20, 2002.
8. Presence of Bidders at the Proposal Opening at the aforementioned time and place is optional with the bidder.
9. Proposals may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for bid closing.
10. Proposals received after the scheduled closing time for filing will be returned to the bidder unopened.

11. Proposals shall be valid for 60 days after opening unless otherwise specified in the RFP specifications.
12. This Invitation to Propose does not commit the City to pay any costs incurred by any bidder in the submission of a proposal.
13. The City of Eugene reserves the right to reject or accept any or all proposals, or to waive any condition of the proposal requirements in the best interest of the City.
14. PUBLIC RECORDS: This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a Proposal contains any information that is considered trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restrictions may not include cost or price information which must be open to public inspection.

**STANDARD PROPOSAL FORM  
OF THE CITY OF EUGENE, OREGON**  
RFP No. 2002200118

Opening Date: **Friday, May 24, 2002, at 2:30 p.m.**

I, the undersigned, and authorized representative of \_\_\_\_\_  
(Firm Name)

which is a sole proprietor \_\_\_\_\_, partnership \_\_\_\_\_, or corporation \_\_\_\_\_

whose address is: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Number and Street) (City and State) (Zip)

have read and thoroughly understand the specifications, the special provisions, the bidding instructions and all other conditions of the Request for Proposals issued by the City of Eugene for Parks, Recreation & Open Space Comprehensive Plan.

Pursuant to ORS 279.15 (1)(a), other government agencies may join together with the City of Eugene to add their requirements. Said agency/agencies shall have the power and authority to contract directly with the successful vendor(s) under the terms of this contract.

Bidder is \_\_\_\_\_ is not \_\_\_\_\_ a resident Oregon bidder, as defined by ORS 279.029.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder".

We depose and say that the attached proposal has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the Request for Proposals documents, designed to limit independent bidding or competition.

The contents of the proposal herein presented and made have not been communicated by the bidder or (his) (their) or (its) employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

I have fully informed myself regarding the accuracy of the foregoing statements, and the same are made by me based on my personal information.

Proposals shall be valid for 60 days after opening.

The undersigned acknowledges receipt of and agrees to be bound

by addenda numbered \_\_\_\_\_ through \_\_\_\_\_, inclusive.

I have read and understood the attached Standard Contract Provisions, and agree to abide by and fulfill the requirements thereof if awarded the contract as a result of this bid. In carrying out the contract all applicable laws will be complied with.

Typed/Printed Name and Title: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

(for corporations)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Internet Address: \_\_\_\_\_

**City of Eugene**



**Request for Proposal No. 2002200118**  
**Parks, Recreation & Open Space Comprehensive Plan**

**Requirements & Specifications**

**I. INTRODUCTION**

The City of Eugene's Parks and Open Space Division is seeking to hire a consultant or team of consultants to prepare a Parks, Recreation & Open Space Comprehensive Plan. The plan will expand and update the 1989 Eugene Parks & Recreation Plan. The plan will provide both a vision for parks, recreation, and open space and an action plan for implementing this vision. The plan will be comprehensive in that it will include research and the development of recommendations for all aspects of this service area, including acquisition, planning, and design of parks, recreation and open space areas, maintenance and operations, recreation programming, and funding.

The selected consultant/consultant team will work closely with City of Eugene staff and the plan advisory committee. The selected consultant/consultant team will have proven experience and knowledge in park and recreation planning, project management, and effective public involvement.

**II. COMMUNITY OVERVIEW**

The City of Eugene is located in Oregon's Southern Willamette Valley, between the Coast Range and the Cascade Mountains. The second largest city in Oregon, Eugene has a population of over 130,000. Home to the University of Oregon and the Hult Center for Performing Arts, Eugene has a thriving arts community, stable economy, nationally ranked athletic teams, and is well known for its commitment to natural resource protection and for its quality of life.

The City of Eugene's newly created Parks and Open Space Division (2001) oversees more than 2300 acres of park and open space, and over 2000 acres within the West Eugene Wetlands. This system includes neighborhood, community, and metropolitan parks, shared school/park facilities, developed parks and natural open space, as well as 41 playgrounds; 31 athletic fields; over 50 miles of hiking, jogging, biking paths; streams; wetlands, and urban forests. More information regarding the City of Eugene can be obtained by referencing the City's website [www.ci.eugene.or.us](http://www.ci.eugene.or.us).

### III. PROJECT PURPOSE AND GOALS

The purpose of the updated Parks, Recreation and Open Space Comprehensive Plan is to provide a framework for decision-making over a multi-year planning period. The plan will look at changing community demographics; natural resources; parkland and facilities; recreation programming; and maintenance and operations. In addition, the comprehensive plan will set short-range and long-range goals, explore various funding mechanisms and prioritize spending, and enhance the City's ability to work effectively with regional open space partners. Additional goals include:

- Providing a long-range **vision** for parks, recreation and open space.
- Defining the role of parks, recreation & open space in contributing to **community livability**.
- Matching **community needs** with parks, recreation and open space services.
- Developing recommendations for the future that honor Eugene's **history, heritage, and spirit**.

### IV. PROJECT STATUS AND TIMEFRAME

The mayor of Eugene expressed his full support of the Parks, Recreation and Open Space Comprehensive Plan update at his state of the city address in January 2002. Shortly thereafter, staff initiated development of the project scope and timeline, which includes a public involvement process for review by the City's Citizen Involvement Committee (CIC). Staff are in the process of selecting plan advisory committee members and staff team members from various City departments who will be involved throughout the planning process.

The workload will be divided between the consultant or consultant team and City staff, lead by the Project Manager, Andrea Riner (Parks & Open Space Planning Manager for the PW POS Division). Proposals shall clarify the anticipated division of labor. Outside of the project manager, City staff time for research and analysis will be limited. Proposals should not rely upon extensive City staff participation beyond meeting attendance and review and approval of draft documents.

Staff have anticipated that the comprehensive plan will take approximately 18 months to complete.

## **V. SCOPE OF WORK**

Note: Some components of the following scope of work are indicated to be completed *by others*, as the work will be completed either by in-house staff or by contract consultants. These components are included in the RFP for information only. However, the consultant's proposal should reflect how their work products will interface with the work of others.

### **Phase 1 - Project Initiation & Administration**

#### **Project Administration**

The consultant will conduct a meeting with the Project Manager and Staff Team to finalize the scope of work, prepare a project timeline, and strategize the first plan advisory committee meeting. The consultant will meet periodically with the Project Manager to review the project status.

*Products: Final Work Plan, process chart, and timeline*

#### **Staff Team Meetings**

The consultant will conduct meetings on a regular basis with the City's Staff Team to review and comment upon work products, discuss plan advisory committee meetings, refine plan objectives, develop recommendations, etc. Initially, these meetings will occur on a monthly basis, and then occur as needed to review key plan components.

*Products: Agendas, handouts, and Staff Team Meeting Reports*

*\*\*\*Unless noted otherwise, the consultant will provide one black & white master copy, one digital version for e-mail distribution, and one webpage compatible version of each report throughout the plan process. Consultant will be responsible for copying and distributing agendas and handouts necessary for meetings.)*

#### **Plan Advisory Committee Meetings**

The consultant will conduct meetings on a regular basis with the Plan Advisory Committee to review and comment upon work products, analyze research findings, refine public involvement objectives, and develop recommendations for parkland and facility improvements, recreation program improvements, maintenance and operations improvements, and funding strategies. Initially, these meetings will occur on a monthly basis, and then occur as needed to review key plan components.

*Products: Agendas, handouts, and Plan Advisory Committee Meeting Reports*

### **Phase 2 - Research & Analysis**

#### **Community Profile (by others)**

The consultant will develop a profile of existing and projected community demographic and economic trends for the Eugene metropolitan area. Demographic data shall be provided city-wide and by planning area.

*Products: Map showing City and planning area boundaries and Community Profile Report*

### **Natural Resource Planning (by others)**

The consultant will prepare a report and map of natural resource implications for parks, recreation and open space planning based on existing data developed as part of the Metropolitan Natural Resource Study.

*Products: Map showing natural resource protection areas and accompanying report.*

### **Parkland and Facility Inventory (by others)**

The consultant will develop an inventory of the City's parks and open space system, including individual parks, natural areas, trails, and individual recreation facilities. The consultant will also provide an analysis which compares the City's existing level of service and the projected level of service with national standards and with levels of service in comparable regional cities.

*Products: Parkland and Facility Report with accompanying maps, graphics, and tables. Digital version of inventory and condition report in database format compatible with MS Access.*

### **Parkland and Facility Evaluation**

The consultant will work with City staff to develop a strategy to assess the condition of parks, open space, and recreation facilities. The consultant will then produce the necessary survey or reporting instruments, train involved staff, and compile results.

*Products: Parkland and Facility Evaluation instrument and final report.*

### **Recreation Program Inventory and Evaluation**

The consultant shall provide an inventory and evaluation of existing recreation programs provided by the City and by other area providers. The consultant shall provide a comparison of the City's level of service with those of comparable regional cities.

*Products: Recreation Program Report with accompanying graphics and tables.*

### **Maintenance and Operations Evaluation**

The consultant shall prepare an evaluation of the funding, staffing, and management issues involved with the maintenance and operations of the parks and open space system.

*Products: Maintenance and Operations Report with accompanying graphics and tables.*

### **Mapping (by others)**

The consultant shall provide mapping services to support the master plan development, including mapping existing facilities, service areas, unserved areas, master plan recommendations, existing and proposed park and open space system classifications, planning areas, natural resources, and other resource maps that may be needed to present information to the public for decision-making and communication purposes.

*Products: Maps as needed in both color and black and white versions, and in presentation sizes and document sizes.*

## **Phase 3 - Community Needs Assessment**

### **Public Involvement**

The consultant will need to develop a strong public involvement and outreach campaign to maximize citizen participation in the decision-making process, and to ensure that the final recommendations are consistent with community needs and desires. The consultant should provide a menu of strategies to meet these goals, including:

1. Interviews with key stakeholders to identify significant parks and open space issues;
2. Involvement programs, such as power point presentations, for ongoing outreach with neighborhood groups and other community groups;
3. Focus Groups with various representatives of various special interests;
4. Charrettes with other public agencies involved in parks, open space, and recreation;

5. Community Workshops;
6. Community Survey;
7. Special Events; and
8. Opportunities for youth involvement.

*Products: Community Involvement Program, agendas, handouts, graphics, maps, survey instruments, survey report, workshop reports, event plans, interview instruments, powerpoint presentations. Reports of findings from meetings, workshops, and events.*

### **Public Information**

In conjunction with the public involvement program, the consultant should facilitate a program for informing the public about the process, key decisions and recommendations, and research findings. The consultant will also work with City staff to comply with public meeting notification requirements. The consultant should provide a menu of strategies for the City to choose from, including:

- Public information displays;
- Press releases, print advertisements;
- Web materials;
- Newsletter(s) and/or flyers; and
- Public presentations.

*Products: Public Information Program, graphic and text copy materials for City staff distribution and mailing.*

### **Phase 4 - Recommendations**

#### **Community Needs Assessment Report**

The consultant shall prepare a summary report of community needs based on the following:

- Parkland and Facility Inventory and Evaluation
- Recreation Program Inventory and Evaluation
- Maintenance and Operations Evaluation
- Public Involvement Program

The summary should be based on consultant analysis, and the results of staff team and plan advisory committee discussions. The summary should include a summary of community needs for parks, facilities, programs, and maintenance improvements, and suggest priorities.

*Products: Draft and Final Document*

### **Draft Recommendations**

The consultant shall prepare draft recommendations for parks, open space, recreation facilities, recreation programs, and operations and maintenance systems for review by the public, the staff team, and the plan advisory team.

*Products: Draft and Final Document*

### **Financing**

The consultant shall prepare an overview of the existing funding for parks and recreation programs and facilities, including both capital and operational budgets. The consultant shall develop a cost estimate for plan recommendations, and develop a financing plan to implement priority recommendations.

*Products: Draft and Final Document*

### **Final Comprehensive Plan**

The consultant shall prepare a draft Comprehensive Plan document for review and edit by the staff team, and for public review. Based on the recommended revisions, the consultant will provide a final Parks, Recreation & Open Space Comprehensive Plan. The consultant may also be required to attend planning commission and City Council meetings to present plan findings and recommendations.

*Products: Draft and Final Document*

## **VI. SUBMITTAL REQUIREMENTS**

Proposals submitted should contain all information as requested herein, and any additional information necessary. The proposing firm shall provide 1 original and seven copies of their proposal.

Proposals shall to include the following:

- Cover Letter.** Include the name, title, address, telephone number and e-mail address of the person/s who will serve as Project Lead, serve as contact for the proposal; make the presentation on behalf of the firm. Provide the same information for sub-consultants.
- Project Understanding.** Provide a statement demonstrating the proposer's understanding of the City's needs, goals, and objectives as related to this project, including knowledge of parks, recreation & open space issues and understanding of local issues and values. Describe the overall approach you propose to complete the project.
- Work Plan.** Provide a detailed description of the proposed work plan describing the project tasks and proposed work products intended to meet the scope of work requested in this RFP. Include a discussion of the components to be completed by the consultant and the components the consultant assumes to be provided by the City. Detailed description of products, including but not limited to progress reports, presentations, public involvement techniques, interim reports (drafts and final), maps and materials.
- Project Schedule.** Provide a schedule of the proposed work plan showing the completion of key project components. Include: task/phase completion dates and key meeting/presentation dates.

- Estimated Budget.** Provide an estimated budget of consultant costs, including detailed accounting of personnel and direct costs per each project task. Describe the method for calculating the professional fee for the project. Include total person-hours, hourly rates, overhead costs and miscellaneous expenses. Proposal must show costs by work task function (including costs for public involvement elements), including any sub-consultants fees. Specify hourly rates for any additional, or optional, work not included in the original work plan that may be required. List types of potential reimbursable expenses, rates for same, and estimate of reimbursable costs. The City reserves the right to negotiate a not-to-exceed fee amount for basic services with the selected firm.
  
- Consultant Qualifications.** Provide an overview of the project team and a description of key personnel that will be assigned to the project. Include their professional qualifications and experience (projects and dates), and their role in similar projects, including sub-consultants. Describe a minimum of three related parks planning projects. Include the client name, location, common issues, and services provided. Plans and illustrations are welcome. Include contact information for five client references.
  
- Other Information.** Please provide any other information you deem necessary to meet the requirements of this RFP.

**VII. SELECTION PROCESS**

Proposals will be evaluated in accordance with the following criteria:

<b>Maximum Points:</b>	<b>Criteria:</b>
20	<b>Consultant/Consultant Team’s Qualifications</b>
15	<b>Relevancy of Past Experience</b>
15	<b>Public Involvement Strategies</b>
15	<b>Thoroughness and Relevancy of Proposed Work Plan</b>
10	<b>Knowledge of Parks, Recreation &amp; Open Space Issues</b>
10	<b>Overall Project Approach and Understanding</b>
10	<b>Understanding of Local Issues and Values</b>
5	<b>Overall Quality of Proposal</b>
<b>100</b>	<b>TOTAL POSSIBLE POINTS</b>

**VIII. PROPOSAL EVALUATION PROCEDURES**

**Evaluation of Written Proposals:** The City will evaluate the written proposal of each 'Responsive Proposer' according to the criteria described above on a 100-point system. A 'Responsive Proposer' is one who has submitted all of the required documentation on time in the requested format as per section titled SUBMITTAL REQUIREMENTS. Non-responsive Proposers will be notified that they did not meet the submittal requirements and will be disqualified for further consideration.

Evaluation of all written proposal submittals by a committee representative of groups who have an interest in the Comprehensive Plan will result in establishment of the Short List group from which the final selection will be made.

**Use of Short List / Negotiation:** At the conclusion of the rated criteria evaluation process of the written proposals and prior to selection, the City shall continue the evaluation process with the three Responsive Proposers who have the highest criteria ratings (the Short List). The City may expand or decrease the Short List if, in the opinion of the Purchasing Manager, the number of proposals or the quality of the proposals warrants an increase or decrease in the number of Responsive Proposers on the Short List. The City may decide to forego evaluation of a Short List and award the contract to the highest rated proposer from evaluation of written proposals, subject to satisfactory agreement as to preliminary design, budget and remaining unresolved contract issues.

**Notice of Short List.** The City shall give written notice to all Responsive Proposers, identifying the Short List. A Responsive Proposer that is not on the Short List may protest the Purchasing Manager's evaluation and determination of the Short List in accordance with the provisions set forth in subsection F. RIGHT TO PROTEST at the end of this section. After the protest period, or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin further selection activity with Proposers on the Short List.

**Evaluation of Short List.** Evaluation of the Short List will be based on criteria developed by the rating committee prior to the commencement of Short List evaluation. The criteria shall include the results of discussions on those contract items that have not been finalized, as described above. The final evaluation will be based, in part on the proposer's final design plan, and improvement budget achieved through discussions and agreement with the City's evaluation committee.

In addition to the design plan, budget and resolution of open contract matters, the evaluation criteria may include ratings based on the following:

**Interviews / Samples:** The City may require interviews with Proposers on the Short List. During the Short List evaluation process, the City may also request work samples, demonstrations, inspections, site visits or other testing examinations, if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the proposals

If the City determines to include interviews, demonstrations, samples, site visits or other testing of Short List candidates in its evaluation, the City shall give the candidates a written description of the criteria and procedures for testing.

**Negotiation with Highest Ranked Proposal.** The City's evaluation team shall not exhibit favoritism and will evaluate and rank the Short List Proposals using the methods described above. The City will issue an Intent to Award Notice identifying the highest ranked Proposer.



An unsuccessful Proposer on the Short List may protest the City's evaluation and determination of the Short List ranking in accordance with the provisions set forth in subsection G. RIGHT TO PROTEST at the end of this section.

After the protest period for the Short List candidates, or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin contract negotiations with the highest ranked Proposer. The City may only negotiate an alternative term or condition submitted by a Short List Proposer if the alternative term or condition is reasonably related to the term or condition that this RFP describes as negotiable.

The matters subject to negotiation shall be limited to the following:

1. Price, however, the City may not negotiate a contract price less favorable to the City than the minimum acceptable proposal as stated in this RFP or and addenda issued prior to the solicitation closing date;
2. The manner in which the services are to be performed or the quality or type of materials to be supplied;
3. The personnel to be committed to the City's contract; and
4. Contract terms and provisions that the City would like to change.

**Action Upon Failure to Execute Contract:** In the event that a contract can not be negotiated with the highest ranked Proposer, regardless of whether the City evaluates a Short List or selects the highest ranked proposer based on written proposal evaluations, negotiations will be discontinued, and the City will start contract negotiations with the next highest ranked Proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

**Evaluation Record:** A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the contractor is made.

**Selection Process and Notice of Award:** The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful Proposer and all other persons who submitted proposals will be notified of the City's selection. As part of the 'Short List' process, notice of the identity of those on the Short List will be given to all responsive Proposers, but notice of the intent to award will only be given to the Short List Proposers. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

**Right to Protest.** An adversely affected or aggrieved Responsive Proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

#### **Protest of Short List Selection.**

1. An affected Responsive Proposer may submit a written protest of the City's decision to exclude the Proposer from the Short List to the Purchasing Manager within five (5) calendar days after issuance of the notice of the selection of the Short List.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.

3. A Proposer is adversely affected only if the Proposer submitted a responsive proposal and is eligible for inclusion in the Short List i.e., the protesting Proposer must claim it is eligible for inclusion in the Short List on the basis that:
  - a. The proposal was incorrectly identified as non-responsive as per SECTION VI: PROPOSAL SUBMITTAL REQUIREMENTS
  - b. The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been included in Short List
  - c. The City shall not consider a protest submitted after the time period provided in this RFP. A Proposer may not protest the City's decision to not increase the number of proposers selected for the Short List above the Short List set forth in this RFP.

**Protest of Award.** An aggrieved Responsive Proposer may protest the award, as provided below.

1. If the City makes the award following evaluation of a Short List, only Proposers who were on the Short List shall be considered "affected" and entitled to protest the award. An affected Responsive Proposer may submit a written protest of the City's award decision within five (5) calendar days after issuance of the notice of Intended Award.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.
3. A Proposer is adversely affected only if the Proposer submitted a responsive proposal and is eligible for award as the best responsive and responsible Proposer and is next in line for award, i.e., the protesting Proposer must claim that all higher-scored Proposers are ineligible for award (i) because their Offers were non-responsive or (ii) the City committed a material violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such material violation been the highest-ranked Proposer.

## **IX. PROJECT SCHEDULE:**

RFP Released	May 6, 2002
Pre-Proposal Meeting	May 14, 2002
Proposals Due	May 24, 2002
Interviews of finalists	May 31, 2002
Selection committee recommendation	June 3, 2002
Contract Award	June 7, 2002
Begin work	June 14, 2002

## **X. SUBMITTAL DATE AND TIME:**

All proposals must be received by the Purchasing Office, 860 West Park, Suite 300, Eugene, Oregon 97401, no later than 2:30 p.m., Friday, May 24, 2002. Proposals received after that time will not be accepted.

## **XI. SUBMITTAL CONDITIONS**

- All proposing firms need to comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal.
- The proposal must be signed by a duly authorized official of the entity submitting the proposal.
- Only one proposal will be accepted from any person, firm or corporation
- All prices quoted must be firm for a period of ninety days following the opening of the proposal.
- The City of Eugene is not liable for any costs incurred prior to issuance of the signed contract.
- The City of Eugene will not return any proposals, or other information supplied with proposals, to the responsive proposing firms.

## **XII. INQUIRIES**

All inquires should be addressed to:

Jeff Perry  
Purchasing Office  
860 West Park, Suite 300.  
Eugene, Oregon 97401  
Phone: 541-682-6820  
E-mail: [jeff.j.perry@ci.eugene.or.us](mailto:jeff.j.perry@ci.eugene.or.us)

## **XIII. ATTACHMENTS**

- A. Current Parks Facility Inventory

**PROPOSED PERSONAL SERVICES CONTRACT**

**BETWEEN:** The City of Eugene, an Oregon Municipal Corporation (City)  
**AND:** \_\_\_\_\_ (Contractor)  
**CONTRACT NO.:** \_\_\_\_\_ - \_\_\_\_\_

**RECITALS**

- A. Contractor is engaged in the business of providing comprehensive plans for parks, Recreation & Open spaces.
- B. City desires to engage Contractor to provide the services described in this agreement and Contractor is willing to provide such services on the terms and conditions set forth herein.
- C. The following are attached and incorporated as a part of this contract:  
  
Exhibit A - City of Eugene Standard Contract Provisions  
Exhibit B - Scope of Services (*attached after award*)

**AGREEMENT**

- 1. **Services to be Provided.** Contractor agrees to provide to City the following services ("the Work"):  
  
The statement of work is contained in the attached Exhibit B. (*attached after award*)
- 2. **Term.** This Contract shall be effective for 18 months.
- 3. **Consideration.** The consideration which City shall pay to Contractor, for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work, shall be based on the schedule of rates described in the attached Exhibit C. City's payment shall be made within 30 days after Contractor's statement. Contractor shall not be entitled to reimbursement for travel or other expenses unless specified on the attached schedule of rates. If Contractor is entitled to reimbursement for any such expenses, they shall be properly documented and submitted in accordance with City requirements.
- 4. **Termination.** Notwithstanding any other provision hereof to the contrary, this contract may be terminated as follows:
  - 4.1 The parties, by mutual written agreement, may terminate this contract at any time.
  - 4.2 Either party may terminate this contract in the event of a breach of the contract by the other party.

- 4.3 The City may terminate this contract at any time or for any reason, upon not less than seven days' notice in advance of the termination date.
- 4.4 City may terminate this contract immediately upon Contractor's failure to have in force any insurance required by this contract.

Except as provided in paragraph 6 below, in the event of a termination, City shall pay Contractor for Work performed to the date of termination.

**5. Remedies.**

- 5.1 In the event of a termination of this contract by City because of a breach by Contractor, City may complete the Work either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in this contract. City may withhold payment of sums due Contractor for Work performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.
- 5.2 The foregoing remedies provided to City for breach of this contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.
- 5.3 In the event of breach of this contract by City, Contractor's remedy shall be limited to termination of this contract and payment for Work performed to the date of termination.

6. **Records/Inspection.** Contractor shall maintain records of its charges to City under this contract for a period of not less than three full fiscal years following Contractor's completion of this contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any of Contractor's records that relate to this contract. If any audit by City discloses that payments to the Contractor were in excess of the amount to which Contractor was entitled under this contract, Contractor shall promptly pay to City the amount of such excess. If the excess is greater than one percent of the contract amount, Contractor shall also reimburse City its reasonable costs incurred in performing the audit.
7. **Indemnification.** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the Work, Contractor's failure to strictly comply with any provision of this contract or any other actions or failure to act by Contractor and Contractor's employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.
8. **Insurance.** Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be

written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Work. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase the Contractor's coverages to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by City.

- 8.1 **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 8.2 **Workers' Compensation Insurance.** If Contractor is an individual and will perform the Work without the help of others, Contractor shall nevertheless maintain a personal policy of Workers' Compensation coverage. If Contractor will perform the Work with the help of others, Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.
- 8.3 **Professional Liability.** Contractor shall maintain a professional liability insurance policy with coverage of not less than \$1 million, a deductible of not more than \$10,000, to protect Contractor from claims for professional acts, errors or omissions arising from the Work. This policy may be written on a "claims made" form. The policy shall contain an endorsement entitling City to not less than 60 days prior written notice of any material change, nonrenewal or cancellation of such policy. Contractor shall maintain the professional liability insurance coverage for at least one year after completion of the Work.
9. **Subcontracting.** Contractor shall not subcontract the Work, in whole or in part, without City's prior written approval. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in this contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of this contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of subcontractors.
10. **Assignment.** Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval.

11. **Independent Contractor.** Whether Contractor is a corporation, partnership, other legal entity or an individual, Contractor is an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person, has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.
12. **Standard Contract Provisions.** Contractor shall comply with City's Standard Contract Provisions, a copy of which is attached hereto as Exhibit A.
13. **Compliance with Laws.** Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Work.
14. **Ownership of Work Product.** All work products of the Contractor which result from this contract shall be the exclusive property of City and shall be delivered to City upon completion of the Work or the termination of this contract. Contractor may retain copies of any work product.
15. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

City: \_\_\_\_\_  
 Andrea Riner  
 Parks Planning Manager  
 1820 Roosevelt Blvd.  
 Eugene, Oregon 97402

or such other address as either party may provide to the other by notice given in accordance with this provision.

16. **Attorney Fees.** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.
17. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

18. **Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties to this contract do not intend to confer on any third party any rights under this contract.
19. **Jurisdiction and Venue.** All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all other courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.
20. **Effective Date.** The effective date of this contract shall be the latest date of signature by the parties.

**City of Eugene**

**Contractor**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Personal Services Contracts

The following provisions if applicable are hereby included in and made a part of the attached personal services contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines:

#### 1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

These provisions are applicable to any contract with a Contractor if the City purchases goods or services from the Contractor costing \$2,500 or more in any fiscal year:

##### 1.1 During the performance of this contract, the Contractor agrees as follows:

1.1.1 The Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

1.1.2 Those Contractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

1.1.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor will, prior to commencement and during the term of this contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

1.4 Failure to comply with any of the terms of paragraphs 1.1 and 1.2 shall be a material breach of this contract.

1.5 The Contractor shall include the provisions of paragraphs 1.1 through 1.4 in contracts with subcontractors so that such provisions will be binding upon each subcontractor.

#### 2. Payment of Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens, and Withholding Taxes (ORS 279.312)

The Contractor shall:

2.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the prosecution of the work provided for in such contract.

2.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract.

2.3 Not permit any lien or claim to be filed or prosecuted against the City of Eugene or any subdivision or agency or employee thereof on account of any labor or material furnished.

2.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

#### 3. Payment of Claims by Public Officers (ORS 279.314)

3.1 If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the public officer or officers representing the City of Eugene may pay such claims to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. The

payment of a claim in the manner authorized shall not relieve the Contractor or his/her surety from his or her obligations with respect to any unpaid claims.

**4. Hours of Labor (ORS 279.316)**

4.1 No person shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 USC Sections 201-209 from receiving overtime.

**5. Payment for Medical Care and Attention to Employees (ORS 279.320)**

5.1 The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

5.2 The Contractor and all subject employers working under this contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**6. Labor Contract Conditions (Eugene Code, 1971, Section 2.030)**

6.1 The Contractor shall comply with all the provisions required of contractors on a "public contract" as defined in ORS 279.310(1) and the requirement of Eugene Code Sections 4.615 to 4.655 concerning human rights.

6.2 The Contractor shall, in the event he/she willfully violates the provisions of sections 1 through 6, or knowingly files false affidavits of compliance, waive for a period of one year any right to bid upon any public works project let by the City.

6.3 If a Contractor or subcontractor violates the provisions of sections 1 through 6, the City may, at its option, terminate said contract or subcontract and said Contractor or subcontractor in such event shall forfeit all rights under his/her contract except to payment for actual labor and materials furnished to the City. The City may waive in whole or in part any forfeitures or sanctions provided in this paragraph.

**7. Nondiscrimination on the Basis of Disability (Americans with Disabilities Act, 42 USC sec. 12101 et seq.)**

The Contractor shall:

7.1 Comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. sec. 12101, et seq., and all regulations implementing the Act, especially including those regulations set forth at 28 C.F.R. sec. 35.130, or any later replacement for those regulations, directly or indirectly applicable to Contractor as a result of a contract with the City.

7.2 To the extent legally possible, Contractor shall indemnify and hold City, its officers, agents and employees, harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by Contractor and Contractor's employees, agents, officers and contractors in connection with Contractor's obligations concerning services, aid or benefits to be provided to individuals with disabilities. In the event any such action or claim is brought against City, Contractor shall, upon City's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor jointly, and reimburse City for any loss, cost, damage or expense (including legal fees) suffered or incurred by City. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that City may have under any statute, under the common law or under this contract.

7.3 By acceptance of this agreement, Contractor warrants that Contractor is familiar with the requirements of the Americans with Disabilities Act and the regulations to enforce the Act. Contractor further warrants that Contractor is in compliance with the requirements of the Act concerning local government services applicable to Contractor as a result of this agreement. Contractor shall continue to comply with all applicable provisions of the Act. City shall have the right to inspect, upon reasonable notice, Contractor's records and all locations where the work is to be performed to assure compliance with all applicable provisions of the Act

# FAX BACK

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



