

City of Millersburg, Oregon



# REQUEST FOR LETTER PROPOSALS

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## CONCEPTUAL DESIGN, PUBLIC OUTREACH, AND ENTITLEMENT OF A NEW PARK IN MILLERSBURG

ADVERTISEMENT:

FEBRUARY, 2023

RFQ CLOSING DATE: MARCH 20, 2023

City Manager, Kevin L. Kreitman, EFO

**For more information regarding this Request for Proposals,  
contact Matt Straite at (458) 233-6306.**

**North Millersburg Park Conceptual Design, Public Outreach, and Entitlement**

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## City of Millersburg Request for Letter Proposal- North Millersburg Park

Proposals Due by 4:00 p.m., Monday, March 20, 2023

### PROPOSERS SUBMITTAL CHECKLIST

**Proposals must be submitted by the time designated in the Request for Letter Proposal at Millersburg City Hall and marked received with time and date by City staff. Any RFPs submitted after the designated closing time or delivered to any other location will be determined nonresponsive and will not be opened. It is the responsibility of the Consultant to deliver the RFP by the indicated deadline to the designated location.**

**If the Consultant submits an RFP via a delivery service (Fedex, UPS, etc.), the required sealed envelope must be enclosed in the delivery service packaging, and the outside of the delivery service envelope must be clearly marked that a sealed Statement of Qualifications is enclosed.**

**Email submissions are acceptable but must be submitted by the deadline. These can be sent to [mstraite@cityofmillersburg.org](mailto:mstraite@cityofmillersburg.org)**

Proposers need only submit 1 copy of their proposal. All proposals are intended to be short and simple letter proposals. As such, all proposals should be no more than 2 pages of text. Graphics such as samples of client work can be added in addition to the 2 pages of text. Resumes are not required.

All proposals should include the following information:

- Introductory Letter and Project approach
  - Statement of willingness to contract with the City
  - Name of person(s) authorized to negotiate and to sign legal contracts
  - Contact information: email address, telephone
  - Signature of legally authorized person
  - A statement explaining that the contract can be executed within the not-to-exceed amount of \$32,000
  
- Certification of Insurance Requirement (not included in the 2 page limit)

## SECTION 1 – INTRODUCTION AND SCOPE OF WORK

The Proposer must adhere to these requirements and conditions for any resulting Contract, any subcontracts, and any related contracts resulting from the award.

### 1.1 BACKGROUND AND PROJECT INFORMATION

The City of Millersburg (City), Oregon, has received a grant from the Oregon State Parks Department. The grant is intended to do three tasks. Subtasks will be established with help of the selected consultant. The primary tasks include:

1. Perform public outreach for a new park (details below)
2. Create a conceptual park design, and
3. Help complete the land use entitlements process here at the City.

Actual construction level documents would be pursued under a different grant. It is not clear yet what kind of park will be planned, because the public outreach will help illuminate if this will be a more passive park, an active park, or a hybrid of the two. A parks master plan was completed in April of 2020 that included some information about the park, including previous outreach regarding this park site (link below).

The need for the new park was identified in our 2020 Parks System Master Plan. The study used a parkland gap analysis that reviewed parkland walksheds, or a 10-minute walking analysis and potential residential growth areas to identify areas where new parks were needed. One of two identified gaps existed in north Millersburg, near Millersburg Drive NE and Parker Lane NE. The City has previously acquired property in this area, the very property proposed for a new park now. The plan and its survey contents can be found here:

[https://www.cityofmillersburg.org/sites/default/files/fileattachments/parks\\_and\\_recreation/page/117/mburg\\_psmf\\_vf-042820lowres\\_0.pdf](https://www.cityofmillersburg.org/sites/default/files/fileattachments/parks_and_recreation/page/117/mburg_psmf_vf-042820lowres_0.pdf)

While the subtasks will be further refined with the consultant, they are anticipated to include a kick off meeting with the City to identify the City goals and aims for the park space; a review of State requirements including those outlined in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), a public outreach effort that will likely include surveys, open houses, and meetings with the newly formed City Parks Commission; a conceptual design for the park space reflecting the City, State, and public identified needs; and full land use approval of the design. The City and the consultant will work together on the outreach; the consultant will provide the conceptual design, and City staff will largely be responsible for the land use approval. The project will be managed by City staff, specifically the Community Development Director, Matt Straite, in close coordination with the Parks Commission. Land use approval will be by the Planning Commission.

The City does anticipate that the park will feature an educational component because it is located near an active waterway. Enhancement of the natural area is one of the goals listed in the Park Master Plan and the City plans to weave that into the conversation

while the public is providing input. The ultimate design will need to implement the public's desires, but it will also need to implement the goals and policies of the Parks Master Plan and the Comprehensive Plan which both call for the preservation of natural areas. Design of constructed facilities will incorporate water quality features in accordance with the city's stormwater permit.

The City also anticipates that the park will include, or reserve space for, a trail that will connect to future trails identified in the City's Transportation System Plan and Parks Master Plan.

This grant is intended to help the City reach out to the public to see what kind of features the public would like to see in the eventual park design. The ultimate design of the proposed park will likely include many of these features. Table 12.1 identifies Statewide priorities in the SCORP. The table identifies features for close-to-home parks that include trails, restrooms, children's play areas, picnic shelters, and day use facilities. The site could easily accommodate all these features.

## **1.2 SITE INFORMATION**

The project site is a 4.4 acre property in a unique location with unique site constraints. The property is located directly adjacent to the rear of 13 residential lots to the west and south, the access is narrow and must mitigate impacts to an existing residence on Millersburg Drive, and that access must be shared with the existing home. See the illustration below. Site photos are attached.

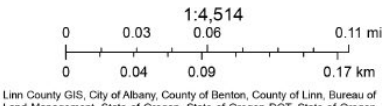
The site does border a natural waterway that is known to be home to a beaver population and other wildlife species. The proposed park is bordered on the north and the east by a proposed trail shown on Figure 15 of the City Parks Master Plan.

# North Millersburg Park Vicinity Map



3/23/2022

Tax Lots
  Roads



Linn County GIS, City of Albany, County of Benton, County of Linn, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon

### 1.3 COSTS

The project has already been budgeted for a not-to-exceed total of \$40,000 (\$32,000 through the grant and \$8,000 as a local match). The contract award is intended to be \$32,000, the \$8,000 City match is intended to be in-kind staff time contribution. This will largely play into support services for meetings, and the City plans to do most of the work on Task 3, land use entitlement of the park.

Therefore, all work by the consultant should not exceed \$32,000.

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 COMPLIANCE WITH LAWS AND REGULATIONS

The selected Proposer will be required to comply with all pertinent federal, state, and local laws and regulations including compliance with the Millersburg Municipal Code and all building code requirements.

### 2.2 ISSUING OFFICE AND SUBMITTAL LOCATION

The City of Millersburg Community Development Department has issued this Request for Letter Proposal document.

Each Proposer shall provide at least one (1) copy of their Proposal with one copy.

**Proposals must be delivered to the front counter (City Hall) by the closing date, Monday, March 20, 2023, no later than 4:00 p.m. Email submissions will be accepted as well ([mstraite@cityofmillersburg.org](mailto:mstraite@cityofmillersburg.org)).**

#### **Submittal Address and Questions:**

Matt Straite  
Community Development Director  
City of Millersburg

4222 NE Old Salem Road  
Millersburg, OR 97321  
E-mail: [mstraite@cityofmillersburg.org](mailto:mstraite@cityofmillersburg.org)  
Phone: 458-233-6306

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 TIMETABLE FOR SELECTION PROCESS

The City anticipates the following general timeline for receiving and evaluating the RFPs. Interviews will likely not be required but the City reserves the right to interview. The timeline listed below may be changed if it is in the City's best interest to do so.

Request for Proposal Issued	February 28, 2023
Proposals Due	March 20, 2023, 4:00 p.m.
Review of Proposals and Optional Interviews	March 21– March 27, 2023
Council Approval	Planned April 11, 2023 6:30pm

### **2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA**

The City of Millersburg reserves the right to make changes to the Request for RFPs by written addendum, which shall be issued to all interested Proposers known to the City of Millersburg to have received the RFP Documents.

A prospective Proposer may request additional information or clarification by submitting a written request as set forth above in **Section 2.1 Issuing Office and Submittal Locations**. All requests for additional information or clarification must be submitted to the City of Millersburg no later than the date set in the RFP schedule above.

The City of Millersburg will evaluate any request submitted but reserves the right to determine whether to issue an addendum. If in the City Community Development 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 RFPs. Oral instructions or information concerning the scope of work of the project given out by City of Millersburg managers, employees, or agents to the prospective Proposers shall not bind the City of Millersburg. The following apply to addenda:

- A. All addenda, clarification, and interpretations will be delivered to interested Proposers known by the City of Millersburg to have received a complete set of the Request for RFPs documents.
- B. 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 RFPs, withdrawing the invitation, modifying elements of the request resulting from a delayed process, or requesting additional information, clarification.
- C. Prior to submitting their RFPs, each Proposer shall ascertain they have received all Addenda issued and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the RFP submittal.

### **2.4 SITE VISTS**

A site visit is not planned or required. If a proposer feels that a site visit is needed in order to submit a proposal, please contact Matt Straite at the City.

### **2.5 CANCELLATION**

The City of Millersburg reserves the right to cancel this RFP solicitation or 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 Millersburg's best interest, OAR 137-048-0250. In no event shall the City of Millersburg have any liability for the cancellation of award.

### **2.6 LATE RFPs**

All RFPs that are not received by the deadline stated in the Request for RFPs Schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within City of Millersburg's internal distribution systems, do not excuse the Proposer's responsibility for submitting the RFP to the correct location by the stated deadline.

### **2.7 CONDITIONS OF SUBMITTAL**



By the act of submitting a response to this Request for RFPs, the Proposer certifies that:

- A. 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 part by the City of Millersburg, has a direct or indirect financial interest in the RFPs, 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.
- B. The Proposer has examined all parts of the Request for RFP, including all requirements and contract terms and conditions thereof, and, if its RFP is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- C. The Proposer, if an individual, is of lawful age, is the only one interested in this RFP, and that no person, firm, or corporation, other than that named, has any interest in the RFP, or in the proposed contract.
- D. The Proposer has demonstrated quality experience providing the required professional services.

## **2.8 COST OF RFP AND ASSOCIATED RESPONSES**

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

## **2.9 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS**

- A. The City of Millersburg reserves the right to obtain clarification of any point in RFP or to obtain additional information necessary to properly evaluate a particular RFP. 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 their RFP.
- B. The City of Millersburg may obtain information from any legal source for clarification of any RFP or for information on any Proposer. The City of Millersburg need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
- C. The City of Millersburg may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Millersburg, become part of the public records and may be disclosed accordingly.
- D. 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.

- E. The City of Millersburg reserves the right to request revisions of RFPs after the submission of RFPs and before award.
- F. The City of Millersburg reserves the right to negotiate revisions to the final contract, as well as price, with the successful Proposer.
- G. To the maximum extent allowed by law, the City may waive RFP irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

## **2.10 REJECTION OF RFPs**

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

- A. Failure of the Proposer to adhere to one or more of the provisions established in this Request for RFPs.
- B. Failure of the Proposer to submit RFPs in the format specified herein.
- C. Failure of the Proposer to submit RFPs within the time requirements established herein.
- D. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the RFP process.

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

## **2.11 MODIFICATION OR WITHDRAWAL OF RFP BY PROPOSER**

- A. An RFP may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of RFPs.
- B. RFPs submitted early may be modified or withdrawn only by notice to the City of Millersburg Community Development Director, at the RFPs submittal location, prior to the time designated for receipt of RFPs. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the material contents of the original RFPs.
- C. Withdrawn RFPs may be resubmitted up to the time designated for the receipt of RFPs provided that they are then fully in conformance with these Instructions to Proposers.

## **2.12 RFP OWNERSHIP**

- A. All RFPs submitted become and remain the property of the City of Millersburg and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
- B. 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 Millersburg shall make available to any person requesting information through the City of Millersburg'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.

### **2.13 DURATION OF RFPS**

RFPS' terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful RFP shall not be subject to changes of terms if accepted during the ninety (90) day period. Changes in terms by others after the acceptance of RFPS will not be considered.

### **2.14 AFFIRMATIVE ACTION/NONDISCRIMINATION**

By submitting RFPS, the Proposer agrees to comply with the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964; Executive Order 11246, (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS). By submitting a SOQs, 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.

### **2.15 COLLUSION**

A Proposer, submitting an RFP hereby certifies that no officer, agent, or employee of the City of Millersburg has a financial interest in this proposal; that the RFP is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

### **2.16 INTENT TO AWARD**

All responsive and evaluated respondents to this Request for RFPS will be notified of the City's recommendation and the City's intent to award an agreement. The notice of intent to award an agreement will be directed to the person who has signed the RFP on behalf of the Proposer.

### **2.17 NOTICE TO PROCEED**

Work under any subsequent Agreement 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 Agreement shall begin.

### **2.18 CITY REPRESENTATIVE AND CONTRACT ADMINISTRATOR**

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's Contract Representative/Administrator will be Matt Straite, Community Development Director, or his designee.

## 2.19 NOTICES, INVOICES, AND PAYMENTS

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

CITY OF MILLERSBURG:

Att: Matt Straite  
4222 NE Old Salem Road  
Millersburg, Oregon 97321

PROPOSER:

(Address), (City, State, Zip)

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this section.

## 2.20 DEFINITIONS (as used in this Statement of qualifications document, except where the context otherwise clearly requires)

- CITY, OWNER means the City of Millersburg, Oregon.
- CITY'S REPRESENTATIVE, CONTRACT ADMINISTRATOR means the person or persons designated by the City to administer this Contract and monitor compliance hereunder.
- CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Request for Proposals, Scope of Services, Special Provisions, Non-Collusion and Conflict of Interest Certification, Corporation or Independent Contractor Status, and RFPs Response, and other attachments, exhibits, or addendums 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 the Contract Documents enumerated above.
- CONTRACTOR, PROPOSER, RESPONDENT means 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.
- OAR means Oregon Administrative Rules
- ORS means Oregon Revised Statutes
- RESPONSIBLE PROPOSER means a Person that has submitted a proposal and meets the standards set forth in the designated OAR and has not been debarred or disqualified by the Contracting Agency.
- RESPONSIVE RFPs means RFPs that substantially comply 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.

- STATEMENT OF TIME means 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 RFQ 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.
- WORK means 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.

## **SECTION 3 – SELECTION PROCESS AND RFP REQUIREMENTS**

### **3.1 SELECTION PROCESS**

The City will evaluate the submittals received, and select a proposal deemed in the best interest of the City.

It is the intent of the City to enter into a contract with the most qualified proposer deemed most appropriate by the City. Upon completion of the evaluations, a detailed scope of work and schedule of payment will be negotiated with the Proposer.

### **3.2 RFP SUBMITTAL INSTRUCTIONS**

Interested Proposers are to submit at least one (1) complete copy of their RFP by **4:00 p.m. local time on March 20, 2023**. Failure to comply with these instructions may result in the rejection of the RFP.

- A. RFPs must be submitted on letter-sized (8.5" X 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 10.
- B. The maximum total number of pages (of text) in the letter RFP must not exceed two (2) single-sided pages or one (1) double-sided page.
- C. Additional images or graphics may be submitted, these will not count towards the 2 page limit. Resumes are not needed.

### **3.3 PROPOSER REPRESENTATIONS**

The Proposer further agrees to the following:

- A. To examine the anticipated scope of services and conditions thoroughly.
- B. To provide for appropriate insurance, deposits, and bonds, if required.
- C. That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes.

### **3.4 JOINT PARTNERSHIPS OR JOINT VENTURES**

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 RFP and any contracts on behalf of both itself and the Proposer submitting the RFP, 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 RFP setting forth the business and service delivery agreements between the parties.

### **3.5 STATEMENT OF QUALIFICATIONS' REQUIREMENTS**

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City, may disqualify the Proposer. Each Proposer shall meet the requirements described in Section 4.4 and demonstrate their experience, qualifications, and commitment to providing the anticipated scope of services.

### **3.6 ADDITIONAL ATTACHMENTS TO RFP SUBMITTAL**

The following shall be included with the RFP Response:

- A. Non-Collusion and Conflict of Interest Certification ([Exhibit 1](#)) – Sign and submit with RFPs.
- B. Certification Statement for Corporations or Independent Contractors ([Exhibit 2](#)) - Complete and submit with RFP.
- C. Certification Regarding Debarment, Suspension and Other Responsibility Matters ([Exhibit 3](#)) - Complete and submit with RFP.
- D. Certification of Insurance Requirements ([Exhibit 4](#)) – Sign and submit with RFP.
- E. Addenda - All addenda of this Request for RFP should be submitted as part of the RFP response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting an RFP, that the Proposer has received all addenda issued by the City of Millersburg.

## **SECTION 4 – EVALUATION CRITERIA**

### **4.1 RFP EVALUATION PROCESS**

Millersburg staff will review and evaluate each RFP based on compliance with this Request for Proposal and will recommend approval of the contract to the City Council. Each response will be evaluated on the Proposer's background, qualifications, and understanding of the services requested, and the following:

- a) Proposer's experience with public outreach, including the ability to reach underprivileged populations
- b) Ability of proposer to design unique and inviting public spaces that adapt to site constraints
- c) Proposer's competency and experience, particularly with similar sized parks
- d) Proposer's ability to complete the project in a timely fashion
- e) Proposer's ability to work within the budget indicated

Each RFP will be judged on its completeness and quality of its content. If additional information is deemed necessary as part of the evaluations, such information will be solicited to complete the evaluation process. The Community Development Director may request clarification related to the RFP response. The City of Millersburg reserves the right to request an in-person interview and/or presentation from one or more of the Proposers submitting Statements of Qualifications. The City of Millersburg is not obligated to interview or meet with all respondents.

### **4.2 PRICE AGREEMENT NEGOTIATIONS**

The City will attempt to negotiate a detailed scope of work though the cost is fixed based on the grant awarded. However, the City may, in its sole discretion, terminate negotiations and reject the RFP if it appears agreement cannot be reached. The negotiation process may continue in this manner through successive Proposers until an agreement is reached or the City terminates the Proposer contracting process, ORS 279C.110.

### **4.4 PUBLIC RECORDS LAW**

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Millersburg as result of the RFP.

### **4.5 CANCELLATION**

The City of Millersburg 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 Millersburg's best interest. In no event shall the City of Millersburg have any liability for the cancellation of award.

### **4.6 LATE PROPOSALS**

All Proposals that are not received by the deadline stated in the RFP schedule will be



considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within the City of Millersburg internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline. Proposers are encouraged to confirm receipt of their proposals.

#### **4.7 DISPUTES**

In case of any doubt or differences of opinion as to items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City of Millersburg shall be final and binding upon all parties.

## SECTION 5 - CONTRACT REQUIREMENTS

### 5.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the negotiated scope of work along with the not-to-exceed fee proposal. All such materials constitute the Contract Documents. The Issuing Office 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 City's Sample Professional Services Retainer Agreement ([Attachment C](#)).

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Proposer's submission of a Statement of Qualifications for the services being solicited under this Request for SOQs, see [Exhibit 1](#), Non-Collusion and Conflict of Interest Certification. If a perceived conflict may 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 Sample Agreement. Otherwise, exceptions to the contract must be submitted by the Proposer with their RFPs' response and included in the Introductory Letter.

### 5.2 INSURANCE CERTIFICATES

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 Statement of Qualifications.

As listed in the Agreement ([Attachment C](#)), the successful Proposer must also submit Certificates of Insurance addressing general liability insurance, automobile and collision insurance, and professional liability insurance. An overview of the Insurance Requirements is defined in [Exhibit 4](#). Proposer shall submit Exhibit 4 to acknowledge and accept the insurance requirements noted therein.

The Proposer shall demonstrate willingness and ability to provide a Certificate of Insurance that reflects the Insurance Requirements within approximately ten (10) days of the Notice of Contract Award.

# EXHIBIT 1 - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

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

## Certifications

**Non-Collusion** The undersigned Respondent 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 Respondent, potential Respondent, 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 Respondents or potential Respondents, or to secure through any unlawful act an advantage over other Respondents or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**Discrimination** The undersigned Respondent 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 disabled veteran in obtaining a required subcontract.

**Conflict of Interest** The undersigned Respondent and each person signing on behalf of the Respondent 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 part 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 Qualifications, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Respondent's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Respondent's submittals.

Respondent must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with Proposers, contractors, subcontractors, or engineers associated with this Project. Furthermore, Respondent must disclose any current or past relationship as a City of Millersburg 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 box that applies):  Yes  No

**Reciprocal Preference Law – Residency** (check applicable box):  Resident Proposer  
 Non-Resident Proposer

## Signature Block

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

\_\_\_\_\_  
Respondent's Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mailing Address, City, State, Zip

\_\_\_\_\_  
Tax Id Number/Social Security Number

Facsimile Number

Email Address

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Signature

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Date

**EXHIBIT 2 - 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 independent 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.

- A. 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.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. 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.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Signature: \_\_\_\_\_

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

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

**EXHIBIT 3 - REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Failure of the Respondent to complete and sign this form may result in the rejection of the submitted offer. The Respondent will notify the City of Millersburg within 30 days of any change in the information provided on this form.

The Respondent 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 Responses by and 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 offenses 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; and
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 reason related to contract performance.

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(Notarization is not required.)*

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

Print Name and Title: \_\_\_\_\_

Contact Person for this Procurement: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_





## EXHIBIT 4 – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.** THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Response submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

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**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$3,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

Required By City  Not Required By City (Needs Finance Insurance Review and Approval.)

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**Commercial General Liability** insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required By City  Not Required By City (Needs Finance Insurance Review and Approval.)

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**Commercial Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence.

If this box is checked, the limits shall be \$5,000,000 per occurrence.

Required By City  Not Required By City (Needs Finance Insurance Review and Approval.)

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Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss.

Contractor shall furnish a current Certificate of Insurance to the City. 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. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description

of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the City.

**Certificate holder should be: City of Millersburg, 4222 NE Old Salem Road, Albany, OR 97321.** Certificates of Insurance can be faxed to the City of Millersburg, attention Sheena Dickerman, sdickerman@cityofmillersburg.org

Contractor's Acceptance: \_\_\_\_\_ Completed at City by: \_\_\_\_\_





