

REQUEST FOR PROPOSALS

TRANSPORTATION SYSTEM PLAN (TSP) UPDATE AND SUPPORTING MATERIALS

ADVERTISEMENT:
SEPTEMBER 5, 2025

RFP CLOSING DATE: OCTOBER 2, 2025

City Manager, Janelle Booth

**For more information regarding this Request for Proposals,
contact Matt Straite at (458) 233-6300.**

Transportation System Plan (TSP) Update and Supporting Materials

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City of Millersburg Request for Proposals- TSP Update and Supporting Materials

Proposals Due by 4:00 p.m., Thursday, October 2, 2025

Notice is hereby given that the City of Millersburg, Oregon is inviting qualified professional engineering consulting firms with specific expertise in transportation facilities evaluation and master planning services to submit proposals for Millersburg's Transportation System Plan update.

This recruitment of an engineering consulting firm will be a two-step process. Following review of proposer submittals and qualifications, up to three firms may be selected for interviews. The final award will be based upon the scoring criteria listed in the Request for Proposals.

Proposals must be received in a sealed envelope, referencing "Millersburg Transportation System Plan Proposal," along with the firm's name and address **no later than 4:00 p.m. local time on Thursday October 2, 2025**, addressed to the City of Millersburg, attention Matt Straite, Community Development Director, 4222 NE Old Salem Road, Millersburg, OR 97321. Email submittals will not be accepted.

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

PROPOSERS SUBMITTAL CHECKLIST

Proposals must be submitted by the time designated in the Request for Proposals 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 Proposer to deliver the proposal by the indicated deadline to the designated location.

If the Proposer submits a proposal via a delivery service (Fedex, UPS, etc.), the required sealed envelope must be enclosed in the delivery service packaging, and the outside of the delivery service envelope must be clearly marked that a sealed Proposal is enclosed.

Proposers must submit three (3) hard copies and one (1) electronic copy of their proposal. All proposals should include the following information (see more detail in Section 4):

- Introductory/Cover Letter
- Project Team Qualifications
- Project Understanding and Delivering the Scope of Work
- Project Experience with Similar Projects
- Public Outreach
- Project Management and Project Approach
- References
- Non-Collusion and Conflict of Interest Certification (Exhibit 1)
- Certification Statement for Corporations or Independent Contractors (Exhibit 2)
- Proposer Representatives and Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit 3)
- Certification of Insurance Requirements (Exhibit 4)
- Signed Addenda (if applicable)

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 worked with ODOT to create the City's first Transportation System Plan in 2016. Since then, the City has grown in both residential and industrial uses. While the street systems appear to be performing well, it is time to re-evaluate the future of the City's transportation system. The City has completed a Housing Needs Analysis and an Economic Opportunities Analysis, these will be factored into the new TSP.

Like most TSPs, the focus of the existing plan is largely on automobile and truck use. The State has shifted that focus. The City is now looking to revise the TSP with a more comprehensive approach of all modal systems, not just vehicles. The State's new Climate Friendly and Equitable Communities (CFEC) regulations have re-shaped how a TSP is structured. Millersburg is looking for a consulting or engineering firm to help craft a CFEC compliant multi-modal TSP.

The City plans to complete the process with the full adoption of the TSP as an amendment to the Comprehensive Plan. The TSP itself will act as the Transportation Chapter (or Element) of the Comprehensive Plan, while any supporting technical analysis will become an appendix. It should also be noted that the City recently adopted a new Housing Chapter to the Comprehensive Plan. The Housing Chapter was adopted with a new graphic style. The updated TSP will be required to conform with the adopted style from the Housing Chapter. Style guides will be provided.

City staff will administer the adoption process. All public hearings for the adoption are outside the scope of this project, though the following supportive materials are a part of the scope:

- a. A Transportation Planning Rule (TPR, Goal 12) analysis to support the Land Use adoption of the TSP as an addition to the City's Comprehensive Plan.
- b. Public outreach summary, a short report summarizing the process, once complete, for CFEC compliance.

Please note, while the City of Millersburg intends to fully comply with all State regulations, the City does not agree with all of the premises and goals of the TSP Guidelines as published by ODOT. Compliance with the State requirements is in no way an admission that the City subscribes to or agrees with all of the views expressed by the State of Oregon regarding transportation planning goals and community needs.

1.2 SCOPE

The scope of work for the project is provided in Attachment A. It has largely been taken from a sample scope provided by ODOT and the DLCD. This scope was provided in an attempt to clarify the approach that the State of Oregon suggests for creating a CFEC compliant TSP. The sample scope has been modified to address Millersburg's size and unique features, while retaining the elements required by the State of Oregon. The scope is intended to be flexible, the selected Proposer will have an opportunity to work with the

City to modify the scope prior to execution of the contract.

1.3 DELIVERABLES

All deliverables resulting from any subsequent agreement for services will become the property of the City. As such, the Proposer and any subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Millersburg.

1.4 INDEPENDENT CONSULTANT

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

1.5 KEY PERSONNEL/PROPOSED PROJECT TEAM

It is the City's expectation that the Proposer's personnel and team identified in the proposal shall be the same team used once the project is initiated unless changes are negotiated between the City and the Proposer prior to final contract execution. If unforeseen circumstances require a deviation from the proposed project team, the City reserves the right to review the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract.

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 and Development Code.

2.2 ISSUING OFFICE AND SUBMITTAL LOCATION

The City of Millersburg has issued this Request for Proposal document.

Proposer shall provide at least three (3) hard copies and one digital copy of their proposal.

Proposals must be delivered to the front counter (City Hall) by the closing date, October 2, 2025, no later than 4:00 p.m. Email submissions will NOT be accepted.

Submittal Address and Questions:

Matt Straite
Community Development Director
City of Millersburg

4222 NE Old Salem Road
Millersburg, OR 97321
E-mail: matt.straite@millersburgoregon.gov
Phone: 458-233-6300

Proposals received after the specified date and time will not be considered. Proposers submitting proposals are solely responsible for the means and manner of their delivery, and are encouraged to confirm delivery prior to the deadline.

2.3 TIMETABLE FOR SELECTION PROCESS

The City anticipates the following general timeline for receiving and evaluating the proposals. 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	September 4, 2025
Last Date for Questions or Clarifications	September 23, 2025
Last Date for Addenda Issued	September 25, 2025
Proposals Due	October 2, 2025, 4:00 p.m.
Review of Proposals and Optional Interviews	October 3 – 17, 2025
Notice of Intent to Award	October 20, 2025
Protest Period	October 20 – 26, 2025

Begin Contract Negotiations	October 21, 2025
Council Award	November 12, 2025

2.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Millersburg reserves the right to make changes to the Request for Proposals 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 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 RFP. Oral instructions or information concerning the scope of work of the project given out by City of Millersburg 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 RFP 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 proposals, withdrawing the invitation, modifying elements of the request resulting from a delayed process, or requesting additional information, clarification.
- C. Prior to submitting their proposals, 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.

2.5 PROTEST PROCESS

Protest of Intent to Award. A Proposer may protest the intent to award a contract if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the higher-ranked proposals are non-responsive; (3) The City has failed to conduct the evaluation of the proposals in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's submittal as non-responsive; (5) The City's evaluation of the proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0210.

The Proposer must deliver the written protest to the Community Development Director within the timeline identified in the SOQ schedule. A Proposer's written protest shall specify

the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline.

2.6 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.

2.7 LATE PROPOSALS

All proposals that are not received by the deadline stated in the Request for Proposals 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 proposal to the correct location by the stated deadline.

2.8 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this Request for Proposals, 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 RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- C. The Proposer has demonstrated quality experience providing the required professional services.

2.9 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

- A. Proposers shall promptly notify the City of Millersburg of any ambiguity, inconsistency or error, which they may discover upon examination of the RFP documents.
- B. Proposers requiring clarification or interpretation of the RFP documents shall make a written request to the Community Development Director at the submittal address located in Section 2.2.
- C. The City of Millersburg shall make interpretations, corrections, or changes of the RFP documents in writing by published Addenda. Interpretations, corrections, or changes of the RFP documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.
- D. Should any doubt or difference of opinion arise between the City of Millersburg and a Proposer as to the items to be furnished hereunder or the interpretation of the

provisions of this solicitation, the decision of the City of Millersburg shall be final and binding upon all parties.

2.10 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Millersburg's services, programs, or personnel, or any other information shall be submitted in writing directly to the Community Development Director at the address in the Invitation. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

2.11 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 proposal, 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 proposal.

2.12 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

- A. The City of Millersburg reserves the right to obtain clarification of any point in proposals or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of their proposal.
- B. The City of Millersburg may obtain information from any legal source for clarification of any proposal 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 proposals after the submission of proposals 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 proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.13 REJECTION OF PROPOSALS

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

- A. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- B. Failure of the Proposer to submit proposals in the format specified herein. Said format shall not be less than 10 point font.
- C. Failure of the Proposer to submit proposals 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 proposals not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City of Millersburg that it is in the public interest to do so.

2.14 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

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

2.15 PROPOSAL OWNERSHIP

- A. All proposals 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.

2.16 DURATION OF PROPOSALS

Proposals' 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 proposals will not be considered.

2.17 AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a proposal, 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 proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

2.18 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.

2.19 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)

Millersburg encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

2.20 INTENT TO AWARD

All responsive and evaluated respondents to this RFP 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 proposal on behalf of the Proposer.

2.21 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.

2.22 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.

2.23 NOTICES, INVOICES, AND PAYMENTS

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

CITY OF MILLERSBURG:	Attn: Matt Straite 4222 NE Old Salem Road Millersburg, Oregon 97321
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PROPOSER:	(Address), (City, State, Zip)
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Any invoices can be sent via email or standard US mail. Bills, and payments shall be considered delivered 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.

2.24 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 Work, 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 PROPOSALS means proposals 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. A committee consisting of three (3) Millersburg staff will review and evaluate each proposal based on compliance with this RFP 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 criteria in Section 4.

Each RFP will be judged on its completeness and quality of its content. Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. The evaluators shall meet and share their key findings from the proposals. Each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. 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. The City of Millersburg is not obligated to interview or meet with all respondents.

Proposals must demonstrate the firm has the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget and provide the required ongoing services in an efficient and cost-effective manner to the City.

It is the intent of the City is to enter into a contract with the most qualified proposer deemed most appropriate by the City. Upon completion of the evaluations, a detailed/refined scope of work and schedule of fees will be negotiated with the Proposer determined by the City to be most qualified to perform services under the agreement.

3.2 PROPOSAL SUBMITTAL INSTRUCTIONS

Interested Proposers are to submit three (3) complete copies of their proposal by **4:00 p.m. local time on October 2, 2025**. Failure to comply with these instructions may result in the rejection of the proposal.

- A. Proposals 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. There is no page limit.

3.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

- A. To examine the anticipated scope of work and conditions thoroughly.
- B. To provide for appropriate insurance.

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

3.5 PROPOSER 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 and demonstrate their experience, qualifications, and commitment to providing the anticipated scope of work.

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 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 a proposal, that the Proposer has received all addenda issued by the City of Millersburg.

SECTION 4 – EVALUATION PROCESS & CRITERIA

4.1 PRICE AGREEMENT NEGOTIATIONS

The City will attempt to negotiate a detailed scope of work and final price agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal 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.

4.2 EVALUATION CRITERIA

Proposers are requested to submit the contents of the proposals in a format compatible with the criteria as listed below. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. The proposals will then be ranked in descending order by the total Proposer score. Selection will be made using the criteria indicated and an agreement will be negotiated. Once selected, the Proposer must be prepared to immediately begin development of detailed/refined proposed scope of work and price proposal for consideration by the City of Millersburg. Final determination of the selected Proposer is contingent on agreement between the City and the Proposer on the negotiated scope of work and fee for services.

Evaluation factors and the maximum points to be awarded will be as follows:

A.	Introductory Letter	0
B.	Project Team Qualifications	15
C.	Project Understanding and Delivering the Scope of Work	20
D.	Project Experience with Similar Projects	20
E.	Public Outreach	20
F.	Project Management, schedule and Project Approach	15
G.	References	10
TOTAL POINTS AVAILABLE		100

4.3 CRITERIA DETAILS

In responding to this Request for Proposals, Proposers shall include, at a minimum, the following:

A. Introductory Letter – 1 single-sided page (0 points)

Proposer shall include an Introductory Letter indicating an expression of interest in the project, the capability to provide the entire scope of work described herein and a willingness to enter into a contract with the City. The Introductory Letter shall also list

a responsible person and phone number for contact during the proposal review and evaluation period, and also name the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Proposer.

B. Project Team Qualifications (15 points)

A general description of the Proposer's firm, including company organizational structure, size of company, and recent experience with comparable projects. Also include identification of those key individuals who will be involved in the project and their qualifications, backgrounds, experience, and specific responsibilities. The team shall also include and clearly identify the use and specific tasks to be performed by any subconsultants.

Information to be provided includes:

- A. Firm's organizational structure.
- B. Project Manager's experience with similar TSP update projects
- C. Key personnel - Provide resumes, role of each above design team member, their responsibilities, and relevant experience on similar type projects.
- D. Staffing availability to perform the work for the duration of the contract.
- E. List work subcontracted to other firms(if any) - identify firm and experience with the firm.
- F. Proposer's competency and experience creating TSPs, particularly with similar sized cities
- G. Proposer's ability to complete the project in a timely fashion and dedicate appropriate staff time to the project
- H. Proposer's ability to assure full compliance with CFEC TSP regulations
- I. Proposers experience and ability to provide a TPR analysis/findings for Land Use approval and adoption

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

C. Project Understanding and Delivering the Scope of Work (20 points)

A narrative statement detailing the Proposer's understanding of the requirements of the City and the capability to perform all attached scope (attachment A) tasks to be performed under the project.

This section should allow the City to assess the Proposer's understanding of the professional services that are requested for the TSP Update and familiarity with the type of assessment and analysis required for such a TSP Update project. In that regard, the Proposer should present a clear and concise understanding of the overall

project identified and the City's objectives based on the available information. The Proposer should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include various general and/or specific tasks the Proposer believes are important for prudent management, outreach and sequencing of the tasks required for a successful, fully CFEC compliant TSP Update.

D. Project Experience with Similar Projects (20 points)

The Proposer should demonstrate completion of previous work that provides examples of relevant project experience by the proposed project team. The Proposer should be prepared to demonstrate successful completion of related or similar projects. The listing and response for this item should address the following:

Experience of the firm on comparable projects:

- A. Experience of key members of project team on similar projects;
- B. List date, description, and location of comparable project; and
- C. Experience of subconsultants on similar projects.
- D. Provide at least two sample TSP or TSP update projects that have been completed by the firm recently, preferably from similarly sized cities in Oregon.

E. Public Outreach (20 points)

The Proposer must show experience with outreach and show an understanding of the specific needs of a CFEC compliant TSP update, including the States specific equitable outreach requirements.

- A. The City is not prescribing a specific outreach approach, rather we are looking for the Proposer to suggest approaches that are CFEC compliant.
- B. This section should describe the typical kinds of outreach the Proposer would typically use on TSP projects like this.

F. Project Management, Schedule and Project Approach (15 points)

The Proposer must show demonstrated capability to meet schedules/deadlines without delays, cost escalations or overruns, and claims; quality control procedures; project management approach; and availability to proceed with work. This section should also include a proposed schedule for the work. This need not be detailed for each task, but should show a proposed completion for the full project, which should not exceed 2 years at the maximum.

G. References (10 points)

The listing and response for this item should include at least two references of previous clients for recent TSP projects (within the past five (5) years). List a contact person, brief project description(s), address, telephone, and email address.

Per ORS 279C.110, please do not submit a rate schedule or include pricing information as part of the Proposal.

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, schedule, and a 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 Agreement ([Attachment B](#)).

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Proposer's submission of a proposal for the services being solicited under this Request for Proposals, 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 RFP 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 B](#)), 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 Proposal, 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 Proposals, 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

Signature

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 RFP. 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.

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).

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.)

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.)

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, Millersburg, OR 97321. Certificates of Insurance can be faxed to the City of Millersburg, attention Sheena Dickerman, Sheena.Dickerman@millersburgoregon.gov

Contractor's Acceptance:_____ Completed at City by:_____