



**CITY OF SUTHERLIN, OREGON  
REQUEST FOR PROPOSALS  
Urban Renewal Feasibility Study**

**SUBMIT PROPOSAL TO:  
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Sutherlin, Oregon 97479  
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541-459-2856**

**Due Date: April 29, 2019**

## CITY OF SUTHERLIN, OREGON

### Request for Proposals – Urban Renewal Feasibility Study

The City of Sutherlin is requesting proposals from qualified persons or firms interested in assisting the City with creating an urban renewal feasibility study and possibly forming an Urban Renewal District based upon the results of the study.

#### A INTRODUCTION

The City of Sutherlin is considering the possibility of using urban renewal as a tool to assist in the development and redevelopment of areas within the City. The feasibility study will provide the City Council with a factual basis for deciding whether and/or how to proceed.

#### B SCOPE

The City Council has established a Council/Staff Team (CST) to evaluate options for proceeding with an urban renewal plan. The Consultant, in cooperation with the CST, will be responsible for developing a Feasibility Study, completing the following actions:

1. Review Plans and Studies: Review comprehensive plan, facilities plans (Water, Sanitary Sewer, Storm Sewer, Transportation, Parks) and other relevant documents.
2. Meet with Stakeholders: Meet with representatives of the governing body, Planning Commission, property and business owners and others to gain a better understanding of the community. This could also be an opportunity to talk about urban renewal and discuss how it has been used in other municipalities.
3. Assess Conditions of “Blight” Required to Establish Urban Renewal Area: Within an overall study area, generally assess conditions of “blight” which must be found by the governing body in order to establish an Urban Renewal Area. Blighted conditions include substandard buildings, inadequate streets or utilities and underutilized property, as evidenced by the value of improvements to the value of land.
4. Identify Tentative Urban Renewal Boundary in Conformance with Assessed Value and Area Limitations: Based on the general assessment of conditions and discussion with the CST regarding identified project needs, make a preliminary recommendation of an urban renewal boundary that meets statutory limits.
5. Calculate Potential Revenue Capacity of Urban Renewal Boundary: Prepare a preliminary estimate of urban renewal tax revenues from the tentatively defined area.
6. Present Options: Based on actions 1-5 above and identification of issues and opportunities, present options for council consideration.

## **C PROPOSAL EVALUATION & AWARD**

### **Evaluation Criteria and Selection**

Proposals will be evaluated by the City using the following criteria: Maximum Points

- A. Specific experience with three with accompanying references in the type of work to be performed, including work in a city of similar size to also include 3 additional current references described in Section D, "proposer qualifications." (35)
- B. Qualifications and experience of the staff assigned by the respondent to work with the CST on this project, also includes language from Section D, "proposer qualifications." (25)
- C. Quality of response to this RFP, including proposed scope of work, proposed management techniques, community engagement and practices for City service needs. (25)
- D. Cost. (15)

Total 100

### **Selection**

Final selection will be made by the City Council following review and ranking of the proposals by the CST, which will make a recommendation to City Council on or about 7/8/19. To assist in making a selection, interviews may be conducted at the discretion of the City. After selection of a consultant, a professional services agreement will be negotiated.

### **RFP Proposal Submission**

Proposals must be received no later than the Proposal Submission date and time identified in the RFP Schedule. Proposals may be mailed or hand-delivered, but in either case must be received and stamped by the specified date and time. Late proposals may not be considered.

Proposals must contain all Required Documentation, Guides and Certifications as requested by this RFP, otherwise the Proposal will be considered non-conforming and will be disqualified. The Proposer must supply three (3) hard copies, including one unbound, (8.5 X 11.0) of the Proposal and one electronic copy of the Proposal.

The City reserves the right to request additional information from any, all or no Proposers after Proposal Submission.

Proposers shall distribute their RFP Proposals only to The City of Sutherlin, 126 E Central Ave, Sutherlin, Oregon 97479.

One (1) RFP Proposal must contain the original signature(s) of an official or officials authorized to bind the Proposer to its provisions. Additionally, the authorized signature(s) must appear on company letterhead.

Sections of the Proposal must be clearly labeled and pages numbered consecutively for ease of review. Responses must be provided in the same sequence as outlined in the Submittal Requirements section of this RFP.

In case of a difference between written words and figures in a Proposal, the amount stated in written words shall govern. Alterations or erasures are discouraged, but if present, must be crossed out and the corrections printed in ink or typewritten adjacent thereto. Each person signing the Proposal must initial each such correction.

All Proposals received by the City in response to the RFP shall remain valid for ninety (90) days from the deadline date of submittal.

**Deadline for Submission of Proposals**

Sealed proposals will be received until 3:00 pm on April 29, 2019:

Mail or Personal Delivery only  
City of Sutherlin

(See Cover Sheet for Contact Detail)

Proposals will not be accepted after the stated opening date and time.

Late proposals will be returned to the vendor unopened.

**D PROPOSAL TERMS & CONDITIONS**

**RFP Document**

Information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy and any errors or omissions subsequently determined will not be construed as a basis for invalidating this RFP.

**Addenda Interpretations**

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City will become part of the official

RFP and will be made available to all Proposers of record based upon the contact information provided to the City.

**Labeling of Proposals**

All proposals must be submitted in a sealed envelope plainly marked, Urban Renewal Feasibly Study RFP, Attn: City Recorder, with the name and address of the Proposer in the upper left hand corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open a proposal not properly addressed and identified .

**Assignment of Contractual Rights**

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

**Ownership of Records**

The City will retain ownership of all interim and final strategic plan documents, surveys, analyses and related reports either produced or developed in conjunction with the Consultant's contract. The Consultant is prohibited from copying or distributing any of these documents or other reports developed in conjunction with the City of Sutherlin without written permission from the City.

### **RFP Inquiries/Questions**

All questions/inquiries must be submitted in writing via mail or email to the primary contact. The City will review all inquiries received prior to the RFP submittal deadline and will email written answers to all recipients of record for the RFP. Direct contact with any of the City's departments or personnel may only be scheduled by the primary contact. During the review or preparation of the RFP Proposal, if a Proposer discovers any errors, omissions or ambiguities, within the RFP, they should identify them in writing to the City prior to the RFP submission deadline.

### **Disclosure, Ownership of Proposal Contents and Confidentiality**

The Proposal will become the basis for any contract entered into and will become subject to the City's provision on public access to open records and information.

To the extent a Proposer includes any uniquely proprietary or confidential information in the Proposal, the Proposer must clearly and unequivocally mark such information. The City will not reveal any such information to any third party, unless required to do so by law.

Proposers must agree to make no other distribution of their Proposal beyond that made to the City and once under contract all information gained in the process and work product is the ownership of the City.

### **RFP Proposal Costs**

The City is not liable for any costs or expenses incurred by any Proposer in the preparation of the Proposal, attendance at any conference, or meeting related to this RFP. The City is not liable for payment of any amount to the selected Proposer until a Contract has been awarded and executed by the City and the Contractor has performed services pursuant to the Contract that entitle the Contractor to receive payment under the terms of the Contract.

### **Sub-Contractors**

It is intended that a single contractor have total responsibility for the Feasibility Study so as to assure a cohesive, fully workable plan. Therefore, any Proposer desiring to use sub-contractor(s) must identify each on a document supplied as an attachment to the Proposal and titled attachment "Sub-Contractors". Include for each sub-contractor, their company's name, the company's principal owners, description of their involvement in the project, and qualifications for each aspect of the Feasibility Study in which they will be involved. The sub-contractor(s) cannot be changed after submission of the Proposal except with the written approval of the City. The Consultant is responsible for all actions, workmanship, performance, and payment for their sub-contractor(s).

### **Insurance**

If awarded a contract as a result of this RFP, Proposer agrees to provide to the City of Sutherlin a current and valid Certificate of Insurance as evidence of compliance with Appendix "A" Insurance Requirements, prior to commencing work under the contract.

### **Indemnity**

The contract resulting from this RFP shall contain the following provision: "Contractor agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, lawsuit, and costs (including attorney fees) arising out of this agreement, caused in whole or in part by Contractor or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City."

### **Rejection of Proposals**

The City reserves the right to waive any informality, and/or to reject, at any time and for any reason, any and all Proposals received as a result of this RFP. The City's intent is to enter into a Contract as a result of this RFP. However, if after reviewing the Proposals received, the City determines that the City should not enter into any Contract, or to enter into a partial or different contract from the Contract contemplated by this RFP, the City will act in accordance with what the City determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in this decision by the City and by submitting a Proposal, acknowledges the City's right to exercise its discretion in this regard without any right of recourse by the Proposer.

### **Other Conditions of Proposal Submittal**

- A. No proposal will be accepted from any persons, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City Council or City staff.
- B. Only one proposal will be accepted from any person, firm, or corporation.
- C. All proposals shall be prepared in a comprehensive manner as to content.
- D. The City is an Equal Opportunity Employer, requires all consultants to affirm that they do not discriminate against individuals or firms because of their race, color, material status, age, sex, national origin, handicap, creed, or sexual orientation
- E. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.

## **D PROPOSAL ORGANIZATION**

### **Letter of Interest**

The Proposal must include the name, title, address, telephone number, fax number, and email address of one (1) or more individuals who will serve as Proposer's contact for purposes of this RFP. The Proposer shall fully disclose details regarding its legal identity, i.e., corporation, partnership, etc. If the Proposer is a partnership, all partners must be named regardless of status, activeness, or percentage of ownership.

### **Proposer Qualifications**

The Proposer must describe its qualifications and experience in providing the work described in this RFP. Experience should include examples of performing similar or related plans/studies; this also should include details as to the type of Urban Renewal Feasibly Study, approximate date of service delivery.

The Proposer shall provide a team organization chart, which lists the names of key personnel that will be assigned to this project along with a brief resume for each individual that describes their education and relevant professional work experience. A description of the work expected to be performed by each individual including an estimate of the amount of time each will be assigned to work on the project should also be provided. Any subcontractors anticipated to be utilized to perform work on this project, should be identified and brief resumes submitted.

The City reserves the right to approve all persons assigned to the project. No contract awarded

pursuant to a proposal submitted in response to this RFP may be assigned, either in whole, or in part, without first receiving written consent from the City. The City must approve any changes in the project team.

The Proposer must submit three (3) additional references apart from the three (3) required in **Section C** of this RFP. References should come from the most recent work performed (no longer than the last 3 years). The Proposer must name a contact person and contact information for whomever is responsible for the review at each provided reference.

### **Work Plan**

The proposal should contain a detailed statement of the proposer's understanding of the Scope of Services required under this RFP. The proposal should also contain an explanation of the project approach including proposed approach to the process, proposed schedule, and description of proposed public involvement methods.

Additionally, include proposer's ability to meet the City's anticipated timeline; proposed interaction with staff and stakeholders; and any other features of the proposer's ability to execute the requirements and achieve the objectives of this RFP. The proposal should also include a Preliminary Work Plan containing a description and timeline of the phases or segments into which the proposed project can logically be divided and performed.

### **Schedule of Performance**

The proposal shall address separately each of the major tasks, activities, or significant milestones to be achieved and a schedule of performance. If the respondent expects that the services will extend beyond the timeframe specified in Section III of this RFP, the respondent shall provide a justification for the extended time.

### **Items Required from the City**

In this section, the Proposer shall detail any and all information, documents, work required from City staff.

### **Fee Schedule**

Proposals must include fee information that delineates the costs associated with providing consulting services being requested under this RFP. The schedule should include the following:

1. A Schedule of Fees that itemizes costs of providing all services required under this RFP broken down by (a) salaries, including work hours required and hourly rates for each employee; and (b) other expenses, such as travel, supplies, etc.
2. A Schedule of Payments that corresponds to completion of major tasks, milestones, or deliverables.

Note: Should the City enter into negotiations with a successful respondent that results in a revision to the scope of services in this RFP, the fees may correspondingly be negotiated to reflect the changes.

## **E APPENDIX**

### **Insurance Requirements**

It is hereby agreed and understood that the insurance required by the City of Sutherlin is primary coverage and that any insurance or self-insurance maintained by the City of Sutherlin, its officers,

council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY

A. Limits

- a. \$3,000,000 each claim/\$3,000,000 annual aggregate
- b. Must continue coverage for 2 years after final payment for service/job

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- a. \$3,000,000 general aggregate
- b. \$3,000,000 products – completed operations aggregate
- c. \$3,000,000 personal injury and advertising injury
- d. \$3,000,000 each occurrence limit

B. Claims made form of coverage is not acceptable

C. Insurance must include:

- a. Premises and Operations Liability
- b. Blanket Contractual Liability
- c. Personal injury
- d. Explosion, collapse and underground coverage
- e. Products/Completed Operations
- f. The general aggregate must apply separately to this project/location

3. BUSINESS AUTO COVERAGE

A. Limits - \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must provide coverage for “Any Auto” (symbol 1) – including Owned, Non-Owned, Hired, Rented, or Borrowed Automobile Liability

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – If required by Oregon State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:

- a. \$500,000 Each Accident
- b. \$500,000 Disease Policy Limit
- c. \$500,000 Disease – Each Employee

## 5. ADDITIONAL PROVISIONS

\* Additional Insured - On the General Liability Coverage and Business Automobile Coverage. City of Sutherlin, and its officers, Council members, agents, employees and authorized volunteers shall be Additional Insureds.

\* Endorsement - The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

\* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the City Recorder.

\* Notice - NOTE: City of Sutherlin requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

\*The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Oregon.