

REQUEST FOR PROPOSAL
RFP-SankeyPh3-2025
REQUEST FOR PROPOSALS - SANKEY PARK PHASE LLL
CONSTRUCTION

City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

RELEASE DATE: September 23, 2025

DEADLINE FOR QUESTIONS: October 30, 2025

RESPONSE DEADLINE: November 13, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/sweethomeor>

City of Sweet Home
REQUEST FOR PROPOSAL

Request for Proposals - Sankey Park Phase III Construction

I. INVITATION AND INTRODUCTION.....
II. GENERAL INFORMATION
III. SCOPE OF WORK/SERVICES.....
IV. PROPOSAL AND PROPOSER REQUIREMENTS
V. PROPOSAL SELECTION AND EVALUATION.....
VI. PROTESTS.....
VII. CONTRACT REQUIREMENTS.....

Attachments:

- A - Sankey Phase III Engineering Bid Set
- B - Sankey Unit Cost Table Template
- C - Performance Bond Template
- D - Bid Bond Template
- E - Payment Bond Template
- F - Subcontractor Disclosure Form

1. INVITATION AND INTRODUCTION

SWEET HOME

REQUEST FOR PROPOSALS (RFP)

Request for Proposals - Sankey Park Phase III Construction

Proposals Due by 5:00 pm, Thursday, November 13, 2025

The City of Sweet Home, Oregon (City), is issuing this Request for Proposal (RFP) from qualified firms or individuals (Proposer) with demonstrated experience in Request for Proposals - Sankey Park Phase III Construction. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in this RFP.

The RFP will be used to select the Proposer to complete the services which generally includes and at the same time are not limited to the following: Request for Proposals - Sankey Park Phase III Construction

The Request for Proposals can be downloaded from the City website at <https://procurement.opengov.com/portal/sweethomeor>.

There will be a mandatory pre-proposal meeting for this RFP on the date and time indicated in the RFP Schedule.

Submit proposals electronically at the following site located at: <https://procurement.opengov.com/portal/sweethomeor>

Hard copy proposals will not be considered. Late proposals will not be considered.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City.

DATED Tuesday, September 23, 2025.

Kelcey Young, City Manager

PUBLISH: The New Era, Tuesday, September 23, 2025

1.1. [Summary](#)

The City is now accepting proposals from firms with demonstrated experience in the areas necessary to complete this project successfully. The proposed project includes a 600-foot sidewalk along 14th Avenue connecting the upper and lower parking lots, approximately 855 feet of hard surfaced trails and 720 feet of soft surface trails to connect upper and lower Sankey Park, and extension of an existing trail to provide water access, along with additional lighting, security cameras, park benches, amphitheater seating, and vegetation removal.

1.2. [Background](#)

Sankey Park is a 14-acre park with natural amenities such as Douglas fir, Oregon White Oak, Salmon Berry, Oregon Grape, etc. Ames Creek runs along the northern border of the lower park and has a variety of fish

and a healthy riparian zone. The park includes the historic Weddle Bridge, a gazebo, restrooms, play structures, rental areas, three parking lots, picnic tables, benches, accessible trails, non-established trails, and a rough BMX track. In 2019 the City of Sweet Home was awarded an OPRD Local Government Grant to complete Phase II. The project was completed in Fall of 2021 and included an accessible playground structure, a plaza connecting the playground structure to the bridge and paths, lighting, benches, and a network of accessible paths connecting the variety of amenities in lower Sankey Park.

1.3. Contact Information

Project Contact:

Angela Clegg

Tourism and Economic Development Coordinator
3225 Main Street
Sweet Home, OR 97386
Email: aclegg@sweethomeor.gov
Phone: [\(541\) 818-8029](tel:(541)818-8029)

Procurement Contact:

Cecily Pretty

Deputy City Manager
3225 Main Street
Sweet Home, OR 97386
Email: cpretty@sweethomeor.gov
Phone: [\(541\) 367-8969](tel:(541)367-8969)

Department:

Executive

1.4. Timeline

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a firm/individual for the services. The schedule may be changed if it is in the City's best interest to do so.

RFP Advertised in the New Era	September 23, 2025
Pre-Proposal Meeting (Mandatory)	October 7, 2025, 9:00am Sankey Park, 877 14th Avenue, Sweet Home, OR 97386
Deadline to Submit Questions	October 30, 2025, 5:00pm
Last Date for an Addenda	November 6, 2025, 5:00pm

Proposal Due to City	November 13, 2025, 5:00pm
Notice of Intent to Award	November 25, 2025
Award Protest Period Ends	November 26, 2025
Contract Award	December 9, 2025
Notice to Proceed	December 10, 2025
Completion of Contract	June 30, 2026

2. GENERAL INFORMATION

2.1. ISSUING OFFICE AND SUBMITTAL LOCATION

Cecily Pretty, the Deputy City Manager, will issue the Request for Proposals (RFP) document and will be the point of contact for the City for questions and protests concerning the RFP. Cecily Pretty can be reached at (541) 367-8969 or cpretty@sweethomeor.gov. Angela Clegg, Executive Department Tourism and Economic Development Coordinator will be the point of contact for the City for all questions and concerns regarding the services to be provided by the selected firm. These questions or requests for clarifications shall be submitted in writing electronically via the City's e-Procurement Portal ("Portal") Question and Answer (Q&A) tab for this project.

Once you have completed your proposal, submit your proposal by uploading it electronically via the Portal as specified on the invitation page of this RFP. Do not submit proposals in hardcopy. Hardcopy proposals shall not be accepted for this RFP process. If you have questions about submitting, contact Angela Clegg. It is the Proposer's sole responsibility to ensure that its proposal is delivered prior to the RFP closing date and time. Proposals not submitted to the Portal by the due date and time shall be considered late. Late proposals shall be ineligible for award consideration.

2.2. CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City reserves the right to make changes to the RFP by written addendum. The addendum will be posted to the City's Portal at: <https://procurement.opengov.com/portal/sweethomeor>

A prospective Proposer may request a change in the RFP to the Procurement Contact or a request for additional information via the Portal or the contact information listed herein. The request must specify the provision of the RFP in question, and contain an explanation for the requested change or additional information.

NOTE: All requests for changes or additional information must be submitted to the City no later than the date set in the RFP Schedule.

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change in writing. If in the 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 managers, employees, or agents to the prospective Proposers shall not bind the City.

- A. Addenda will be posted to the City website at <https://procurement.opengov.com/portal/sweethomeor>
- 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 proposal resulting from a delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.

- C. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged electronically via the Portal as part of the Proposal submittal.

2.3. CONFIDENTIALITY

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 as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

2.4. CANCELLATION

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

2.5. 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 City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

2.6. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties. Disputes should be addressed to Cecily Pretty at cpretty@sweethomeor.gov.

2.7. PROPOSER'S REPRESENTATION

Proposers, by the act of submitting their Proposals, represent that:

- A. They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- B. They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- C. Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

2.8. CONDITIONS OF SUBMITTAL

By the act of submitting a response to this Invitation, 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, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- B. The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- C. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
- D. Proposers responding to this RFP do so solely at their own expense.

2.9. PROPOSER REQUEST INTERPRETATION OF RFP DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the contacts noted above.

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

Should any doubt or difference of opinion arise between the City 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 shall be final and binding upon all parties.

2.10. PROPOSER REQUEST FOR ADDITIONAL INFORMATION

Requests for information regarding City services, programs, or personnel, or any other information shall be submitted in writing electronically via the Portal's Q&A tab. 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. COMPETITION

Respondents are encouraged to comment in writing, either with their Proposals or at any other time, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

2.12. COMPLAINTS AND INEQUITIES

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing and directed to the Cecily Pretty at the contact information listed herein and shall be received no later than the date listed in the RFP Schedule. Such submittals will be reviewed upon receipt and will be answered in writing.

2.13. COST OF RFP AND ASSOCIATED RESPONSES

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a proposer in protesting the City's selection decision.

2.14. CITY REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

The City reserves the right to obtain clarification of any point in a Proposal 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 the Proposal.

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

The City 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, become part of the public records and may be disclosed accordingly.

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

2.15. REJECTION OF PROPOSALS

The City 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 a Proposal in the format specified herein.
- C. Failure of the Proposer to submit a Proposal within the time requirements established herein.
- D. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

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

2.16. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

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.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn electronically via the Portal.

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.

2.17. PROPOSAL OWNERSHIP

All Proposals submitted become and remain the property of the City 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.

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 shall make available to any person requesting information through the City'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.

If your proposal contains proprietary information, upload a redacted copy in addition to the original.

2.18. DURATION OF PROPOSAL

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

2.19. INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

2.20. AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. 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.

2.21. PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds are required for this project. You will need to update your documents in Section 4 of this solicitation, Proposal and Proposer Requirements.

3. SCOPE OF WORK/SERVICES

3.1. Responsibilities

Responsibility of Consultant– It is understood and agreed that the services the Consultant will be required to perform under this contract shall be rendered directly by or under close personal supervision by the Consultant, and that the work shall be faithfully performed with care and diligence. The Consultant will return all calls or other contacts from the City within a reasonable time. If it is not possible for the called or contacted party to respond, the Consultant will make arrangements for a designated member of the Consultant to respond to the contact.

Responsibility of the City– Departmental project manager will be the main contact with the Consultant including billing issues and any technical activities.

Joint Responsibility– If additional services, supplemental to those included herein, are required, both the City and the Consultant have the responsibility to identify those services, include them as an addendum or amendment to the Contract, and determine fair compensation for the additional services.

3.2. Experience and Expertise

Proposers wishing to submit proposals must meet or exceed the criteria outlined in the **PROPOSAL AND PROPOSER REQUIREMENTS** section.

3.3. Communications

The City requires the Consultant to have the communication abilities and skills to provide the City with effective and professional advice, and to:

- A. Be available in a timely manner, in person, by telephone, or e-mail, for consultation or advice;
- B. Follow established City policies and procedures whenever providing consultation or advice to City representative(s) and implement revisions to procedures where needed;
- C. Be familiar with state and federal laws relating to the City;
- D. Provide periodic status reports on the services provided;
- E. Provide itemized monthly invoices of charges; and
- F. Advise and participate in meetings as requested by the City.

3.4. Administrative Services

For administrative services, the following items will be required:

- A. Proposer will provide a principal or partner-level individual to be the first point of contact for all service and billing issues.
- B. Proposer will recommend specialist(s) for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other service providers.

- C. The City expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.
- D. If it is necessary to associate with other firms in any matter, the Proposer must obtain prior approval from the City designated contact. The Proposer must inform associated service providers of the procedure set forth herein.
- E. Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Proposer is to be shown as percent completed for each phase of the project or as needs determine. Both invoices and summary reports shall require approved signatures from City staff and Proposer representative. Payments will not be made without approved signatures.
- F. Each monthly invoice will set forth separately each matter handled and will clearly identify the City employee(s) working with the Proposer. Monthly invoices must also show total charged to date for each matter.
- G. For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel on the file.
- H. Each expense and/or disbursement must be specifically identified on the invoice.

3.5. Changes of Scope and Additional Work

The Proposer may be requested to perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance in writing, contracted for, provided and billed separately to the City on a pre-arranged basis.

4. PROPOSAL AND PROPOSER REQUIREMENTS

SUBMITTAL OF PROPOSALS

In order to be considered for this project, each Proposer must provide electronic submittal of proposal as previously described. All proposals must arrive at the issuing office on or before the listed due date and time. A corporate officer who has been authorized to make such a commitment must sign the proposals. The document shall be addressed and delivered as previously described.

PROPOSER REQUIREMENTS

The following minimum criteria will apply:

- A. Proposer shall include sufficient evidence as to the Proposer's qualifications to perform the work. This information shall disclose and include all pertinent facts as may be appropriate and shall include a description of past performance on projects of similar type, scope and size.
- B. If necessary, shall be currently licensed/certified/insured to provide the requested services in the state of Oregon.
- C. Shall demonstrate, to the satisfaction of the Selection Review Committee, the ability to provide the services required within the Scope of Work, within the timeline indicated, to the City and shall demonstrate a proven history of providing such service for public agencies.
- D. Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, the Proposer's clients and references, and as many other references as may be deemed appropriate.

PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

- A. To examine all specifications and conditions thoroughly.
- B. To provide for appropriate insurance, deposits, and performance bonds if required.
- C. To comply fully with the scope of services as attached for the agreed contract.
- D. That any and all registration and certification requirements required for Contractors are met as set forth in the Oregon Revised Statutes

PROPOSER REPRESENTATIVE

The selected Proposer shall assign a competent representative acceptable to the City who will represent the Proposer in providing contracted services to the City. If the representative is removed by the Proposer, the new representative must be acceptable to the City.

4.1. PROPOSAL FORMAT AND REQUIREMENTS – MANDATORY*

Each Proposer shall provide the following (no more than 15 pages, minimum 12 point font):

- A. Cover Letter: Include the name of the proposing Firm or Individual and its principal business address and phone number. The letter should address the Proposer's willingness and commitment to provide the services as outlined in the Scope of Work and a description of why the Proposer believes they should be selected. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal. Please provide all contact telephone, e-mail addresses, and addresses of the Proposer's office(s);
- B. Narrative identifying proposed project understanding, approach, project team members, team members qualifications, and firm qualifications;
- C. Previous projects showing services experiences related to project;
- D. Statement indicating the consultant has the time and resources necessary for completing the project within the required schedule;
- E. List of references from previous projects listed above.

*Response required

4.2. [Subcontractor Disclosure Form*](#)

The subcontractor disclosure form is required within two (2) hours of Bid Opening. Vendors who fail to disclose within this period will be automatically disqualified. Subcontractors will be publicly visible after Bid Opening.

I acknowledge that failure to submit the form within the time period specified may disqualify my bid from consideration.

- Yes
- No

*Response required

4.3. [Cost Proposal Requirements*](#)

Proposer shall submit a cost proposal by deliverable task(s) for the Scope of Work outlined above, and a not-to-exceed estimate for reimbursable expenses (including method for charging). Please note the final Scope of Work and compensation will be negotiated with the selected Proposer.

Proposer shall outline the cost of each proposed asset management module with a description of the components of each module, and explicitly state any annual/recurring fees for the duration of the proposed contract.

The undersigned hereby proposes and, if selected, agrees to furnish all services in accordance with the Request for Proposal, and Addenda, for the prices enclosed.

Please download the below document, complete, and upload the completed document. Any line items that the respondent deems unnecessary should be filled in with "NO BID." The respondent may also add any line items as they deem necessary based on the bid documents, listed as Attachment A in the solicitation attachments.

- [Sankey Unit Cost Table Temp...](#)

*Response required

4.4. [Offer*](#)

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions, and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid.

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City.

- Yes
 No

*Response required

4.5. [What type of Bid Security will you be submitting?*](#)

- Bid Bond
 Cashier's Check
 Certified Check
 Cash

*Response required

4.6. [Bid Bond*](#)

If submitting a Bid bond, the **FULLY EXECUTED** Bond shall be scanned and uploaded here.

If you are submitting a Cashier's Check, Certified Check, or Cash - Bid Security shall be submitted in its original format to Cecily Pretty located at 3225 Main Street, Sweet Home, OR, 97386, and bidder shall upload a letter here certifying that they will be submitted original bid security before 5:00 pm on Thursday, November 13, 2025.

*Response required

4.7. [W9*](#)

*Response required

4.8. [Pre-Bid Meeting Required*](#)

Bidder acknowledges that failure to attend the pre-bid meeting as listed in the solicitation timeline will render them ineligible for award and their submission will be considered non-responsive.

- Yes
 No

*Response required

4.9. Tax*

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317, and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Please confirm

*Response required

4.10. Resident Bidder*

Is the Bidder a resident as defined in ORS 279A.120*?

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the vendor is a resident vendor. Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

Yes

No

*Response required

4.11. Non-Collusion*

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

The Bidder hereby certifies that it 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 as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Please confirm

*Response required

4.12. Conflict of Interest*

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect

financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Professional Services Agreement, and associated inclusions and references, specifications, Proposal Form, Proposer response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer submittals.

Please confirm

*Response required

4.13. Certification*

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current; the Proposer is authorized to submit this Bid on behalf of their company.

Please confirm

*Response required

5. PROPOSAL SELECTION AND EVALUATION

GENERAL INFORMATION

The City intends to award all of the tasks to the selected consultant. Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluations, the City intends to negotiate a contract with the Proposer whose proposal is deemed to be most advantageous to the City.

SELECTION REVIEW COMMITTEE

The Selection Review Committee may be comprised of City of Sweet Home staff members, or otherwise if so applicable within an established policy. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation for award.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.

The City is seeking value from the service requested. While cost is important to the overall evaluation process, the experience and qualifications will be assigned a higher value. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

Interviews may be conducted as part of the selection.

REFERENCE CHECKS

The City reserves the right to contact references as part of the decision making process and prior to making a final selection.

BEST AND FINAL OFFERS

If in the best interest of the City the department has chosen to employ a method of Proposer selection leading to best and final offers, the City may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(6).

RANKING OF PROPOSALS

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

SCORING AND EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the finalists and apparent successful Vendor.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Project Understanding</p> <p>Demonstration of understanding of the project components, deliverables, timelines, and context within Sweet Home.</p>	0-100 Points	<p>35 <i>(35% of Total)</i></p>
2.	<p>Firm Qualifications & Experience</p> <p>Demonstration of relevant project experience, successful past performance, and capacity for the project.</p>	0-10 Points	<p>35 <i>(35% of Total)</i></p>
3.	<p>Staff Qualifications</p> <p>The credentials and experience of the staff assigned to provide the project services.</p>	0-100 Points	<p>20 <i>(20% of Total)</i></p>
4.	<p>Cost of Services</p>	Reward Low Cost	<p>10 <i>(10% of Total)</i></p>

6. PROTESTS

6.1. Protests of Solicitation

Proposers are directed to the protest procedures contained in ORS 279B.405 and OAR 137-047-0730. A prospective Proposer may file a protest of the solicitation if the prospective Proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. Protests shall be submitted to the City in writing no later than ten (10) days prior to the solicitation closing date.

6.2. Protests of Contract Award

Proposers are directed to the protest procedures contained in ORS 279B.410 and OAR 137-047-0740. A Proposer may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if:

(a) The bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and

(b) The reason for the protest is that:

(A) All lower bids or higher ranked proposals are nonresponsive;

(B) The contracting agency has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;

(C) The contracting agency has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or

(D) The contracting agency's evaluation of bids or proposals or the contracting agency's subsequent determination of award is otherwise in violation of this chapter or ORS chapter 279A.

Protests shall be submitted to the City in writing no later than seven (7) days following the notice of intent to award.

7. CONTRACT REQUIREMENTS

7.1. CONTRACT AWARD

The award of a contract will be accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. Otherwise, exceptions to the contract must be submitted by the Proposer during the solicitation protest period. The issuing office is the sole point of contact for the issuance of the contract. The contract shall be substantially in the form of the sample "Professional Services Agreement" attached herein. The City Attorney has not done a final review of the contract but no substantive changes are anticipated.

7.2. REQUIREMENTS

The firm must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. In addition, the firm must also submit documents addressing general liability insurance, automobile and collision insurance, professional liability insurance, and indication that there is no conflict of interest on the part of the Contractor's submission of a proposal for the services being solicited under this RFP.

7.3. CONTRACT ADMINISTRATOR

The City Manager or their designee shall be the Contract Administrator for this project.