

Date: December 2, 2007*

City of Prineville, Oregon

RFP NO. 737-07-08

PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS

for

2007 - 08 User Fee Study

PROPOSALS DUE: Friday, December 14, 2007, by 4:00 p.m.

Envelope(s) shall be sealed and marked with RFP# and Project Title.

Submit one (1) original and (4) complete copies of the proposals to:

City of Prineville

Community Development Department

387 N E Third Street

Prineville, OR 97754

Refer questions to:

Ricky Sites

Phone: (541) 447-2356

Fax: (541) 447-5628

Email rsites@cityofprineville.com

GENERAL INSTRUCTIONS AND CONDITIONS

CLARIFICATION OF REQUEST FOR PROPOSALS - Any potential respondent requesting a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the **REFER QUESTIONS TO** section on the cover of the RFP. The City must receive written questions no later than five (5) working days prior to the scheduled deadline for submitting proposals. The City will issue a response in the form of an addendum to the RFP, if a substantive clarification is in order.

Oral instructions or information concerning the request for proposal given out by others within the City including but not limited to: City Managers, employees or agents to prospective respondents shall not bind the City.

ADDENDUM – Any change to this RFP shall be made by written addendum and will be posted on the Website. The City is not responsible for any explanation, clarification or approval made or given in any manner except addendum.

CANCELLATION – The city reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of responses or the completion of interviews do not obligate the city to award a contract.

REJECTION OF SUBMITTED MATERIALS - The City reserves the right to reject any or all responses to the Request for Proposals if found in the City's best interest to do so.

LATE RESPONSES - Responses and qualifications received after the scheduled closing time for filing will be returned to the respondent unopened.

EEO AFFIRMATIVE ACTION EMPLOYER - Respondents must comply with Federal and State of Oregon requirements.

CONFLICT OF INTEREST - A respondent filing materials in response to this RFP hereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this Request for Proposals has participated in the contract interviews on the part of the City, that the submitted materials are made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFIDENTIALITY – All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records act (ORS 192.410 et seq.), except such portions of the proposals for which proposers requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposers' claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). No information or segments of any proposal shall be made public until the City has completed its selection process.

If a request to inspect the proposal is made, the City will notify the proposers of the request. If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the City attorney for the City of Prineville, who currently considers such appeals. If the City attorney orders that the records be disclosed, the city will notify the proposers in order for the proposers to take all appropriate legal action. The proposers further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposers records.

These " Request for Proposals General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

2007-08 User Fee Study –
Community Development Department

RFP REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

The Community Development Department of the City of Prineville is responsible for managing the Public Works, Engineering and Planning functions for the City. This request for Proposal seeks firm(s) that can assist the City in developing fees associated with the reviews and permitting processes for development and developing a measurement tool and process for evaluating and updating fees on an annual basis.

2. BACKGROUND

Prineville is a city of approximately 10,000 people, and is the only incorporated city in Crook County, Oregon. The city is anticipating a rapid rise in development and needs to put a structure in place to handle the expected activity. As a significant financial segment of this anticipated activity, the City is seeking assistance in evaluating and establishing fee schedules to support these efforts. There are 15 employees in the Public Works Department, 1 employee in Engineering and 6 employees in Planning.

3. SCOPE OF WORK

The City of Prineville, Community Development Department is requesting a comprehensive analysis of the work required of the Community Development Department (Public Works, Engineering, Planning) to provide permitting and reviews for all development within the City limits and Urban Growth Boundary as dictated by City Policy and Oregon State Law.

4. PROJECT FUNDING

The anticipated cost for this study has been identified in the Community Development Department Budget. Total cost of developing all projects under this agreement shall not exceed \$24,000.

SECTION B

PROPOSAL REQUIREMENTS

1. PROPOSAL CONTENT

Submittal Forms:

- a. Proposal Submittal Summary
- b. Certificate of Insurance
- c. References from 3 firms for whom you have performed similar services in the past 5 years

Qualifications:

- a. Experience of your firm in performing similar services
- b. Resumes of individuals assigned to the study
- c. Standard hourly billing rates for all assigned staff

Work Program:

- a. Description of your approach to completing the work
- b. Tentative schedule by phase and task for completing the work
- c. Services or data to be provided by thee City

Compensation:

- a. Proposed compensation and payment schedule tied to key tasks

Proposal Length and Copies:

- a. Proposals should not exceed 10 pages including attachments and supplemental materials
- b. Only one electronic copy of the proposal is required, by email by the closing date to rsites@cityofprineville.com (PDF or Word document)

Proposal Evaluation and Consultant Selection:

- a. Understanding of the work required by the City
- b. Quality, clarity and responsiveness of the Proposal
- c. Demonstrated experience and competency necessary for performing the work
- d. Recent experience in successfully performing similar services
- e. Proposed approach in completing the work.
- f. References
- g. Background and experience of proposed individuals assigned to the Study
- h. Proposed compensation

As indicated above, award of contract will not be based on price, but on a combination of factors as stated above as determined by the City. The City reserves the right to further negotiate the proposed workscope, means and methods and amount of compensation.

Proposal Review and Award Schedule:

Receive ProposalsDecember 14
 Complete Proposal Evaluation.....December 21
 Conduct Interviews (if necessary).....January 2-4
 Finalize Staff Recommendations.....January 5
 Award Contract.....January 8
 Start of Work.....January10

2. CITY RESPONSIBILITIES

The Community Development Director or other City authorized representatives will provide the selected consultant direction and review of work products at Prineville, by telephone or fax, or by e-mail on one days notice. City staff shall make available

sufficient hours of staff personnel as are required to meet with consultant and provide such information as required. City representatives will also provide all contacts necessary with other agencies as may be required

3. DELIVERABLES AND SCHEDULE

- a. Ownership of materials, All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City, and shall be delivered to the City upon demand.
- b. Release of Reports and Information. Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
- c. Copies of the Reports and Information. If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and city shall compensate the Contractor for the cost of duplicating of such copies at the Contractor's direct expense.
- d. Required Deliverable Products. The Contractor will be required to provide:
 1. Twenty (20) copies of the final report, which addresses all elements of the work scope. City staff will review any documents or materials provided by the Consultant and, where necessary, the consultant will be required to respond to staff comments and make such changes as deemed appropriate.
 2. One camera-ready original, unbound, each page printed on only one side, including any original graphics in place and scaled to size, ready for reproduction.
 3. When computers have been used to produce materials submitted to the City as a part of the workscope, the Consultant must provide the corresponding computer files to the City, compatible with the following programs whenever possible unless otherwise directed by the project manager:
 - (a) Word Processing – Word PDF
 - (b) Spreadsheets- Excel
 - (c) Desktop Publishing
 - (d) AutoCADComputer files may be provided via email; or on a standard compact disk.
- e. Attendance at Meetings and Hearings. As part of the workscope and included in the contract price is attendance by the Consultant up to three (3) public meetings to present and discuss its findings and recommendations. Consultants shall attend as many "working" meetings with staff as necessary in performing workscope tasks.
- f. Alternative Proposals. The proposer may submit an alternative proposal (or Proposals) that it believes will also meet the City's project objectives but in a Different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative over the

other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

4. PLACE OF PERFORMANCE

It is preferred that the work be performed "locally" which is defined as proximate the Prineville area. Contract performance may take place in the City's facility, the consultant's facility, a third-party location or any combination thereof.

4. FORM OF CONTRACT

The selected consultant and team will be required to enter into an initial contract with the City in the form attached to this Request.

5. ADDITIONAL WORK

Selection of a contractor under this process shall not preclude the City in its best interest, from conducting additional selection processes for more complex or larger projects in the course of the year, solely at the City's discretion.