



**Bend Park & Recreation**  
DISTRICT

799 SW Columbia Street Bend, OR 97702

**REQUEST FOR PROPOSALS (RFP)**

for

**Bend Park and Recreation District  
Comprehensive Plan**

Project Number - 077

Project Name – Bend Park and Recreation District  
Comprehensive Plan

Date of Issuance: May 13, 2016

Proposals Due at 2:00 pm on June 15, 2016 at  
799 SW COLUMBIA STREET, BEND, OR 97702

**PROJECT MANAGER**

Steve Jorgensen, Planning Manager

541-706-6153

[steve@bendparksandrec.org](mailto:steve@bendparksandrec.org)

**CONTRACT ADMINISTRATOR**

David L. Crowther, Business Manager

541-706-6102

[dave@bendparksandrec.org](mailto:dave@bendparksandrec.org)

**Bend Park and Recreation District  
Request for Proposal (RFP) for  
Bend Park and Recreation District Comprehensive Plan**

Bend Park and Recreation District is seeking proposals from qualified consulting firms for the Bend Park and Recreation District Comprehensive Plan.

Sealed proposals will be accepted by David Crowther at the Bend Park and Recreation District Administration Office, 799 SW Columbia Street, Bend, Oregon 97702 until **2:00 pm, June 15, 2016**, at which time the proposals will be opened publicly and read. No proposals will be accepted after this date and time.

The proposals shall be submitted in a sealed envelope and marked as follows:

**Proposer's name, RFP for Bend Park and Recreation District Comprehensive Plan, project number 077.**

A fee proposal for the scope of work shall be included in a separate sealed envelope, available for opening with the District if selected for contract negotiation. The envelope shall be clearly marked:

**Proposer's Name, RFP Scope and Fee Proposal for Bend Park and Recreation District Comprehensive Plan, project number 077.**

Request for Proposal documents, addenda, and notifications of results for this project may be viewed, printed or ordered online from Premier Builders Exchange at <http://www.plansonfile.com>, under the category of Public Works. Proposers are responsible for checking this web site for the issuance of any addenda prior to submitting a proposal. District encourages "Prime" proposers to register with Premier Builders Exchange as a plan holder on this project. Register at [plansonfile.com](http://plansonfile.com). Questions regarding registering with Premier Builders Exchange should be directed to 541-389-0123, Fax 541-389-1549 or email at [admin@plansonfile.com](mailto:admin@plansonfile.com). Proposers will be responsible for all addenda whether they register on the Premier Builders Exchange or not.

Proposals will be considered non-responsive if the proposal does not reflect all addenda.

Technical questions regarding the project, or requests for clarification or changes must be received by **June 1, 2016**, and should be directed to Steve Jorgensen, at 541-706-6153, or [steve@bendparksandrec.org](mailto:steve@bendparksandrec.org)

The District may reject any proposal not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all proposals upon a finding of the District that it is in the public interest to do so.



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## **Section 1. Purpose and General Information**

### **1.1. Introduction**

#### **1.1.1. Overview, Objectives and Background**

Bend Park and Recreation District (District) is seeking a professional services team to provide the necessary planning services to develop a Comprehensive Plan for the Bend Park and Recreation District located in Bend, Oregon. Proposals shall be based on the “Scope of Work” described in section 4 below.

The District seeks to produce a reader-friendly Comprehensive Plan that is concise and easy-to-understand for staff and the public. The new Comprehensive Plan should rely heavily upon graphics, photos, tables and charts to convey information, rather than using lengthy text. The Comprehensive Plan should also be formatted such that it is easy to update on a routine basis.

Bend Park and Recreation District is a special district with its own taxing authority and publicly elected five-member Board of Directors. The District is not part of the City of Bend or Deschutes County. The District was established under Oregon Revised Statute 266 in 1974 to provide recreation programs, facilities, and park resources for District residents. The District encompasses 42 square miles, which is slightly larger than Bend city limits, with an estimated 2016 population of approximately 84,000.

The District employs 98 full time and 371 part time staff and maintains 81 parks and 65 miles of trails, totaling 2,679 acres of parkland. The District also owns and operates a 62,000 square-foot fitness center, a nationally accredited senior center, a 40,000 square-foot ice and sports facility, and a world-class white water park. The District produces and manages a diverse array of more than 1,000 recreation programs. The District’s assessed value in 2015 was \$9,569,438,273.

The District is one of only three park and recreation agencies in Oregon to be accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA). The District is also a two-time National Recreation and Park Association Gold Medal Award winning agency.

The District created its first comprehensive plan in 1980 which was subsequently reviewed and revised in 1986, 1995, 1998, 2001, 2005 and 2012. The new document shall have a planning horizon of approximately 10 years.

The District developed a stand-alone Trails Master Plan in 2008 that was adopted by reference into the 2012 Comprehensive Plan. As part of the current planning effort, District wishes to address trail needs and recommendations within the new Comprehensive Plan and no longer rely on a separate trails document. The trails section of the Comprehensive Plan will include a more generalized trails discussion that primarily focuses on policies and needs versus specific design guidelines.

Upon completion, the new plan will be adopted by the Board of Directors. To facilitate the eventual adoption, staff, with assistance from the consultants, will provide the Board regular updates throughout the duration of the project. Furthermore, all policy issues will be vetted by the Board with direction provided at key milestones.

**1.1.2. Project Term**

The District’s goal is to start the project in August 2016 and complete it by December 31, 2017. Project start and completion dates will be subject to negotiations with the selected consultant team and are dependent upon the final agreed to scope of work, contract award and issuance of notice to proceed.

**1.1.3. Budget**

The District has included \$150,000 for this project in the District’s proposed budget for fiscal year 2016-2017. The proposed budget is subject to approval by the Board of Directors in August of 2016.

The final budget for this work will be based upon negotiations with the selected consultant team and subject to contract approval by the Board of Directors.

**1.2. Schedule**

<b>Event</b>	<b>Due Date</b>
RFP Release, (Date of Issuance)	<b>May 13, 2016</b>
Written Questions Due By	<b>June 1, 2016</b>
Answers to Questions Issued By	<b>June 8, 2016</b>
RFP Closing	<b>June 15, 2016</b>
Opening of Proposals	<b>June 15, 2016</b>
Review of RFPs	<b>June 23, 2016</b>
Interviews	<b>July 11-15, 2016</b>
Notice of Intent To Award	<b>July 18, 2016</b>
Award Protests	<b>July 18-22, 2016</b>
Negotiations	<b>July 25-29, 2016</b>
Notice of Award	<b>August 17, 2016</b>
Notice to Proceed	<b>August 24, 2016</b>

**1.3. Definitions**

For general definitions see OAR 137-048-0110, which are incorporated by reference herein.

- **“District”** shall mean Bend Park and Recreation District.
- **“RFP”** shall mean this Request for Proposal.



- **“Scope of Work”** shall mean the general character of the supplies and services, the work’s purpose and objectives, and the District’s expectations. Examples of expectations include, if applicable, a description of the proposed purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop their Proposals.
- **“Statement of Work”** shall mean the specific provision in the final Contract which sets forth and defines in detail the agreed-upon objectives, expectations, performance standards, and other obligations.
- **“Business Manager or Project Manager”** shall mean the person(s) the District has designated as a point of contact for this RFP.

## 1.4. Solicitation Process

### 1.4.1. Procurement Authority and Method

The District is issuing the RFP pursuant to its authority under Bend Park and Recreation District Resolution 386. The District intends to use the Formal Selection Method pursuant to OAR 137-048-0220.

Proposers responding to the RFP do so solely at their own expense. The District is not responsible for any Proposer costs or expenses associated with the RFP.

### 1.4.2. Availability of Documents

The RFP, including all addenda, attachments, and notifications of results for this RFP, may be viewed, printed or ordered online from Premier Builders Exchange at <http://www.premierbx.com>, then click on Public Works Projects. Proposers are responsible for checking this website for the issuance of any addenda prior to submitting a proposal. The District encourages Prime Proposers to register with Premier Builders Exchange as a plan holder for this project. Register at [plansonfile.com](http://plansonfile.com). If you have questions contact Premier Builders Exchange at 541-389-0123, Fax 541-389-1549 or email at [admin@plansonfile.com](mailto:admin@plansonfile.com).

Proposals will be considered non-responsive if the proposal does not reflect all addenda.

### 1.4.3. Reservation of District Rights

District reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend, delay or cancel the RFP without liability if District finds it is in the best interest of the District or the public to do so;
- Reject any or all Proposals received upon finding that it is in the best interest of the District or the public to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;

- Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- Negotiate a Contract based on the Scope of Work described in Section 4 and to negotiate separately in any manner necessary to serve the best interest of the public per OAR 137-048-0220 (4)(a)(G);
- Amend any Contracts that are a result of the RFP;
- Engage consultants to perform the same or similar services; and
- To extend any Contracts that result from the RFP without an additional RFP process for up to five (5) years, for the circumstances described in OAR 137-048-0310.

The intent of the RFP is to identify a Proposal from a Proposer with the level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. The District reserves the sole right to determine the best Proposal for the District's needs.

#### **1.4.4. Inspection of Proposals**

After the evaluation/selection and negotiation process is complete, Proposals will be open to inspection in accordance with ORS 279C.410. If a Proposal contains any information that may be considered exempt from disclosure under Oregon Public Records Law, ORS 192.410 through 192.505, the Proposer must clearly designate the portions of its Proposal that Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying the Proposal in whole as exempt from disclosure is not acceptable. If the Proposer fails to identify the portions of the Proposal that the Proposer claims are exempt from disclosure and the authority used to substantiate that claim, the Proposer is deemed to waive any future claim for non-disclosure of that information.

#### **1.5. Points of Contact**

Proposer with inquiries about the procurement process, contractual requirements or non-project specific issues should contact David L. Crowther, Business Manager at (541) 706-6102, or [dave@bendparksandrec.org](mailto:dave@bendparksandrec.org).

Proposers with inquiries about the project scope of work (Section 4), selection process (Section 3) or other project specific elements of this RFP should contact Steve Jorgensen, Planning Manager at (541) 706-6153, or [steve@bendparksandrec.org](mailto:steve@bendparksandrec.org).

#### **1.6. Methods of Seeking Modifications to RFP, Contractual Provisions or Specifications**

##### **1.6.1. Procedure**



Any Proposer may submit to the Business Manager a written request for changes to the RFP, contractual terms or specifications. The request shall include the reason for requested changes, supported by factual documentation, any proposed changes and shall contain all other information required by OAR 137-048-0240.

Requests for modifications to this RFP may be requested in writing, as follows: (a) request for clarification; (b) formal submittal of requests for changes to the RFP, contractual terms or specifications; or (c) formal submittal of protests of the RFP, contractual terms or specifications.

Envelopes containing requests for clarification, requests for change, and protests shall be marked as follows:

- Request for Clarification / Change / Protest
- RFP Number
- Project Name

Envelopes must be received by the Business Manager prior to the date and time specified in Section 1.2. This deadline may be extended by Addendum. No requests for clarification, requests for change or protests regarding the RFP, contractual terms or specifications shall be considered if received after the date and time specified in this Section or the date specified in a subsequent Addendum.

### **1.6.2. Requests for Clarification / Questions**

Questions, including requests for explanations of the meaning or interpretation of provisions of the RFP, shall be submitted in writing, and must arrive in the District office by 4 pm Pacific Standard Time, as specified in Section 1.2. Faxes (including Proposer's fax number) and emails are acceptable. Questions shall be directed to the appropriate Point of Contact per Section 1.5 above.

### **1.6.3. Protests of RFP**

Proposers may submit to the Business Manager a written protest of RFP, contractual terms or specifications. To be considered, Protests shall:

- Identify the Proposer's name and reference the RFP number
- Contain evidence that supports the grounds on which the protest is based and specify the relief sought, including a statement of the proposed changes to the process or RFP provisions, requirements or terms and conditions that the Proposer believes shall remedy the conditions upon which the protest is based.
- Be signed by the Proposer's authorized representative
- Be submitted to the Business Manager to the address listed on the cover page by the solicitation protest due date specified in section 1.2.

The District shall not consider solicitation protests that do not meet the requirements of this Section. The District shall resolve all solicitation protests in accordance with OAR 137-048-0240.

## **1.7. Submission of Proposals**

Proposals shall be received by the District representative listed on the Invitation to Submit no later than the closing date and time specified at the address listed on the same. Proposals may be delivered via U.S. Mail, courier or hand-delivery. Mailed proposals shall be sent to the attention of the BUSINESS MANAGER. Late, faxed or electronically transmitted Proposals shall not be accepted.

### **1.7.1. Withdrawal of Proposals**

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to the Closing date and time. The Proposer shall submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to the BUSINESS MANAGER at the address listed on the Invitation to Submit.

## **1.8. Opening of Proposals**

Proposals shall be opened and the names of all proposers shall be read at the date and time listed in the Schedule, section 1.2. Proposals content will not be read aloud. Proposals shall be opened at the location listed on the Invitation to Submit.

## **1.9. Evaluation and Award**

The evaluation and award process is described in Section 3.

## **Section 2. Proposal Requirements**

- Proposals shall address the proposal and submission requirements set forth in the RFP.
- Proposals shall respond to all elements of information requested without exception.
- Proposals that do not meet the requirements set forth in the RFP shall be deemed non-responsive and shall not be further considered.

### **2.1. Administrative Proposal Requirements**

#### **2.1.1. Proposal Cover Sheet**

The Proposer shall sign and submit the Proposal Cover Sheet (see attachment A).

### **2.1.2. Copies**

Written proposals shall not exceed twenty-six (26) 8.5 x 11 inch pages; if double sided copies are provided this means thirteen (13) sheets of double sided content, (excluding cover, table of contents and any required forms) and bound.

- Use of recyclable materials is encouraged.
- **Six (6)** print copies and one digital copy in PDF format shall be submitted.
  - The electronic copy of the proposal shall be provided on a thumb drive, and shall be in a PDF format. All PDF files shall use compressed graphics for ease of distribution via email.

## **2.2. Technical Proposal Requirements**

The Proposal shall describe how the Proposer meets each of the technical requirements described in the Scope of Work in Section 4. This Proposal shall be evaluated as described in Section 3.

### **2.2.1. Prime Consultant Staff**

Identify prime consultant's lead staff assigned to project, describing their specific roles, qualifications and experience with similar project types. It is expected that the successful proposer will include a professional team experienced in all aspects of park and recreation comprehensive planning, including needs assessment, public process, level of service analysis, trends, benchmarking, demographics, financial and funding analysis, core services identification, and operations and maintenance.

The District is interested in the experience of the team members assigned to this project only. Do not describe firm-wide experience not associated with assigned team members. Personnel identified in the proposal should be the same identified in the final contract and that any changes after the contract is entered into will only be with prior written approval of the District's Executive Director.

### **2.2.2. Sub Consultant Staff**

Identify lead staff for sub-consultants assigned to project, including their role, qualifications and experience working together on projects of similar nature, with the public and public agencies.

The District is interested in the experience of the team members assigned to this project only. Do not describe firm-wide experience not associated with assigned team members. Personnel identified in the proposal should be the same identified in the final contract and that any changes after the contract is entered into will only be with prior written approval of the District's Executive Director.

### **2.2.3. Approach and Process**

This section should explain the consultant's understanding of the District, its project needs and the consultant's process and approach to the project described in the RFP. Provide a narrative that conveys your understanding of the project's goals, how the consultant team's process and approach will meet these goals. The narrative should demonstrate the consultant team's unique capabilities, innovative approaches and problem-solving abilities to accomplish this project. The description should at a minimum include:

- A critical review of proposed scope of work explained in Section 4.
- A systematic and methodical description of how the project will be accomplished.
- Anticipated project schedule.
- An explanation of possible efficiencies and savings available from alternative work scopes that could reduce scope, fee or project duration.
- Identification of the key personnel or sub-consultants to be used and their specific areas of responsibility.

### **2.2.4. Experience and References**

The Consultant shall demonstrate experience of all aspects of comprehensive planning, including needs assessment, public process, level of service analysis, trends, benchmarking, demographics, financial and funding analysis, core services identification, and operations/maintenance. This section shall demonstrate the consultant team's experience developing Park and Recreation Comprehensive Plans of a similar scale and nature within the past five (5) years.

Please provide the following information for a minimum of three, but no more than five park and recreation comprehensive planning projects:

- The names and details of the projects
- Names, titles, agency/organizations, phone numbers, addresses, and e-mail addresses of people to contact for reference
- Value of work performed for the referencing agency/organization
- Sub-consultants utilized and their roles.

### **2.2.5. Familiarity with Local Community**

Proposals shall demonstrate the consulting team's experience and familiarity with communities of similar population, demographics and specific populations affected by proposed scope of work. List experience specific to Central Oregon, if your firm has relevant Central Oregon experience.

## **Section 3. Evaluation and Award**

### **3.1. Evaluation Process**

#### **3.1.1. Evaluation Overview**

The District shall evaluate and score all proposals on the completeness, quality, and applicability of their content in accordance with the following sections:

- Section 3.2, Evaluation of Minimum Requirements (Pass/Fail)
- Section 3.3, Evaluation of Technical Proposal (Scored)
- Section 3.4, Evaluation of Presentations, Demonstrations and Interviews (Scored)
- Section 3.5, Ranking of Proposals

#### **3.1.2. Evaluation Committee**

The District shall establish an evaluation committee, which may consist of District staff, land owners representative(s), government partners, and community partners, to review, evaluate and score each Proposal.

#### **3.1.3. Disqualification**

Any attempt by a Proposer to improperly influence a member of the evaluation committee during the proposal review and evaluation process shall result in rejection of that Proposal.

### **3.2. Evaluation of Minimum Requirements (Pass/Fail)**

The evaluation committee shall review all Proposals on a pass/fail basis and determine if each Proposal meets the proposal requirements described in Section 2 of this RFP. Proposer's failure to comply with the instructions or to submit a complete Proposal may result in the Proposal being deemed non-responsive. Only those Proposals determined responsive to the Minimum Requirements shall be considered for further evaluation in Section 3.4. See the Reservation of District Rights in Section 1.4.3.

### **3.3. Evaluation of Technical Proposal (Phase 1 - Scored)**

The evaluation committee shall score all Proposals using the quantity and quality of information described in this Section. Points assigned by each evaluation committee member shall be added together and divided by the total number of evaluation committee members to compute an average score for the evaluation questions. Fee proposal information shall not be available to the evaluation committee during this evaluation of technical proposals.

The evaluation committee may request additional clarification from Proposers for any portion of the Proposals. If a Proposal is unclear, the Proposer may be asked to provide clarification. No new information or documentation may be submitted, however, and

clarifications may not be used to rehabilitate a non-responsive Proposal. Proposers shall remain available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within 24 hours (Monday-Friday) following receipt of the request. Failure to provide clarification may result in a lower score. The evaluation committee shall assign points to its evaluation of each Proposal as follows:

**3.3.1. Scoring**

<b>Scoring Criteria</b>	<b>Maximum Point Value</b>
<b>PHASE I</b>	
1. Project team’s capability (prime and subconsultants)	20
2. Project process and approach	40
3. Project team’s experience and references*	30
4. Project team’s familiarity with local community	<u>10</u>
<b>Total Points Possible</b>	<b>100</b>

<b>Scoring Criteria</b>	<b>Maximum Point Value</b>
<b>PHASE II (if necessary)</b>	
1. Clarity of information presented, overall project understanding	20
2. Completeness of information presented	40
3. Experience and interaction of team members presenting information	10
4. Ability to respond to questions of the evaluation committee	<u>30</u>
<b>Total Points Possible</b>	<b>100</b>

**\*References**

- See Section 2.2.4 for reference requirements.
- The District reserves the right to request references in addition to those provided by the Proposer, to investigate any references whether or not furnished by the Proposer, and to investigate the past performance of any Proposer. The District may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors and workers. The District may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation. See other Reservation of the District’s Rights in Section 1.4.3.
- The committee may make up to three attempts to contact each of the reference sources. These attempts shall be made during normal business hours. If the three attempts are unsuccessful, the Proposer may receive zero points for that Reference source.
- Each reference that is contacted and questioned shall be asked questions from the categories listed in Section 2.



### **3.4. Evaluations of Presentations, Demonstrations and Interviews (Phase II – Scored)**

The District may conduct and score presentations, demonstrations or interviews (collectively called “events”) at the discretion of the District. If any events are conducted, the following procedures shall apply. The District reserves the right to provide further procedures, or change any of the following procedures, and if it does so, the District shall notify the Proposer of such further procedures or changes when it notifies the Proposer of the time and date of the event.

The high-scoring Proposer(s) shall be invited to provide an event to the evaluation committee. All costs associated with the event are the responsibility of the Proposer. If applicable, the Proposer shall provide all audio/visual equipment necessary for the event. The District shall provide a room equipped with a network connection; however, the District is not responsible if this connection fails for any reason. The District suggests that the Proposer have a back-up event (visual aids, handouts) prepared in the event of connection failure. The District reserves the right to not reschedule any event due to technical difficulties.

Each member of the evaluation committee shall award points based on an assessment of how well the event covered each subject area (see Section 3.3.1 for scoring criteria). Fee proposal information shall not be available to the evaluation committee during the event evaluation.

Evaluation of presentation points shall be scored by adding the total points provided by the evaluation committee then divided by the number of evaluation committee members to compute an average score for the demonstration. This average score shall be combined with all other scores to arrive at a total cumulative score (Phase I and Phase II).

### **3.5. Ranking of Proposals**

The evaluation committee shall add together the total cumulative points awarded to a proposal for each necessary phase of the evaluation process and divide by the number of evaluators to determine the total average score and ranking of each Proposal.

### **3.6. Award Notification and Process**

Once the evaluation committee reaches agreement on an apparent first proposer, the District shall notify all Proposers in writing of Notice of Intent to Award. The District shall request a meeting to open and inspect the proposer’s fee submittal with the proposer present.

It is the intent of the District to negotiate a scope and total fee, for the Comprehensive Plan, with the highest ranked consultant prior to award of a contract. The District reserves the right to negotiate a final Contract that is in the best interest of the District. The District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the District and the Proposer are unable for any reason to reach agreement on a fee for the Contract within a reasonable amount of time. The District may thereafter negotiate with the



second ranked Proposer, and if necessary, with the third ranked Proposer until negotiations result in a Contract or the District cancels the RFP per OAR 137-48-0250.

#### **Section 4. Scope of Work**

The topics listed below are considered to be the minimum required to complete the Comprehensive Plan. In their submittals, consultants should propose additions or edits to this scope that lend to the best process and document possible.

##### **4.1. Review and update, if necessary, the District's Existing Vision, Mission, and Values**

##### **4.2. Review and Assess Existing Plans, including:**

- a. Bend Park and Recreation District Parks, Recreation and Green Spaces Comprehensive Plan 2012, including the Neighborhood Parks Plan
- b. Bend Park and Recreation District Trails Master Plan 2008
- c. Bend Park and Recreation District Recreation Needs Assessment 2011
- d. Bend Park and Recreation District Capital Improvement Plan (CIP) 2017-2021
- e. Bend Park and Recreation District Strategic Plan 2013
- f. City of Bend Area General Plan 1998<sup>1</sup>  
<http://www.bend.or.us/index.aspx?page=634>

Items "a" through "e" can be found in a Dropbox folder located below. A web address is provided for item "f".

<https://www.dropbox.com/sh/et9ratlz1alf5af/AADo6RgM3ZLQYDN2bgRv69S6a?dl=0>

##### **4.3. Develop and Implement a Public Involvement Strategy**

*Public involvement is extremely important to the District and informs the District's decision making processes. The successful consultant will propose a robust and innovative public outreach strategy that describes how the community, staff and Board of Directors will be provided opportunities to participate in the development of the Comprehensive Plan. In their submittals, consultants should at a minimum explain:*

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<sup>1</sup> Through an Urban Service Agreement, the District is the park and recreation provider for the City of Bend. The City of Bend Area General Plan incorporates the District's Comprehensive Plan by reference as the guiding document for recreation facility standards, and park and recreation planning.



- a. The purpose and intent of outreach
- b. The proposed outreach process
- c. Methods of outreach
- d. Outreach tools
- e. Anticipated outreach schedule

*At a minimum, the consultant is expected to conduct the following public outreach tasks:*

- a. Develop a schedule for public outreach strategies.
- b. Develop and manage online public involvement tools and data.
- c. Provide content to be posted on the District website.
- d. Develop materials to inform, engage and solicit input from citizens, staff and the Board of Directors. All materials should be suitable for use on the District website and for hard-copy paper distribution.
- e. Act as meeting facilitators to gather information from citizens, staff and the Board of Directors.
- f. Maintain and provide written records, analyses and summaries for each public outreach strategy.

#### **4.4. Evaluate Policy Issues**

*The following policy/strategic planning issues are relevant to the District. The District seeks guidance on whether these topics are appropriate in the Comprehensive Plan and if so, how these issues are addressed. Potential issues for evaluation include, but are not limited to:*

- a. The District's economic impact on the community
- b. Sustainability
- c. Environmental programming
- d. Natural area stewardship and restoration
- e. Safety and security in design and maintenance

- f. Serving a growing adult population
- g. Addressing low-income/scholarship needs
- h. Accessibility and compliance with ADA requirements
- i. The District's role in tourism
- j. How the District works with community partners to meet complementary goals (e.g., Bend-La Pine School District, irrigation districts, City of Bend, Deschutes County, state agencies, non-profits and other organizations)
- k. Community sponsored projects (e.g., projects initiated, planned and implemented by community members)
- l. The District's role in community events
- m. Maintenance requirements
- n. Historical and cultural resources
- o. The District's role in providing opportunities/funding for public art installations
- p. Provision of recreation programs

**4.5. Conduct a Needs Assessment including Inventory, Classifications, Capacity and a Level of Service Analysis.**

*The key objective of this Comprehensive Plan is to evaluate the needs of the community and identify indoor and outdoor facilities<sup>2</sup> and recreational programs required to meet those needs. In their submittals consultants should describe in detail their approach and methods to be used in conducting the Needs Assessment. At a minimum, the District anticipates the following tasks as part of the assessment:*

- a. A District-wide statistically valid Needs Assessment Survey. The survey shall have a return rate that accurately represents a sampling of the community population.
- b. Data to augment the Needs Assessment should also be gathered through other public outreach efforts.

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<sup>2</sup> The District defines outdoor facilities to include all parks, trails and natural areas.

- c. Collect and interpret demographic characteristics and trends of the District population using information from the US Census Bureau's American Community Survey, regional and local sources. Seasonal increases in population due to tourism need to be addressed as well.
- d. Work with District staff to compile an inventory of indoor and outdoor facilities and their amenities in order to conduct a comparative analysis to communities of similar size regionally. The analysis should consider the capacity of each amenity found within the park system as well as its functionality, accessibility, condition and convenience.

*Based upon the outcome of the Needs Assessment, develop the following:*

- e. Level of Service (LOS) standards to meet community needs. Standards should consider geographic distribution of indoor and outdoor facilities and their amenities.
- f. Prioritized recommendations to meet needs through land acquisition, construction of indoor and outdoor facilities, and development of additional recreational amenities.
- g. Estimates of the capital and operational cost estimates for land acquisition, construction of indoor and outdoor facilities, and development of additional recreational amenities.

#### **4.6. Develop Recommendations, Policies and Ensure Outcomes**

- a. Provide recommendations for capital investment to meet community indoor and outdoor recreation needs.
- b. Establish key policy directions to meet community needs.
- c. Ensure plan compliance with Oregon Land Use Planning Goals 5 and 8 for the City of Bend Area General Plan.
- d. Ensure compliance with CAPRA requirements.
- e. Produce a reader-friendly document in a format that is easy to update.

#### **4.7. Final Document Production**

- a. Provide a complete color version of the final Comprehensive Plan document consisting of six (6) printed and bound color copies.

- b. Provide three (3) flash drives with a PDF of the final Comprehensive Plan as well as all project files in both PDF and source files. All documents and data shall be prepared using software utilized by the District. Software should be confirmed by the selected team at, or prior to the kick-off of the project.
- c. All products and data become property of the District to be used, manipulated, published and reproduced by the District as necessary.

## **Section 5. Attachments**

- Attachment A – Proposal Cover Sheet
- Attachment B – Sample Contract

# Attachment A - Proposal Cover Sheet

## Proposer Information

Organization Name:

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Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address:

---

City, State, Zip:

---

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address:

---

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any contracts that may result:

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

---

**Minimum Proposal Requirements:** This Proposal:

- Includes current experience for each of the Proposers Key Persons.
- Meets all Proposal Requirements described in Section 2;
- Addresses all Technical Proposal Requirements described in Section 2.2, including but not limited to Section 4, Scope of Work; and
- Includes a Fee Proposal described in the Invitation to Submit (separate from the rest of the Proposal).

Regarding Section 3.3.2, References, provide at least three (3) client references with telephone numbers (please verify numbers) for the organization. References should not be more than eight years old and be of similar projects. Client references shall be able to describe and verify the quality of your Services and customer service.

**Representations, Attestations, and Certifications:** The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. No attempt has been made or shall be made by the Proposer to induce any other person or organization to submit or not submit a Proposal.



2. Information and prices included in this Proposal shall remain valid for one hundred and twenty (120) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The undersigned recognizes that this is a public document and open to public inspection.
4. The Proposer acknowledges receipt of all Addenda issued under the RFP.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

**Affirmative Action Program:** District is an equal-employment-opportunity employer and value diversity in its work force. District requires its Contractors to have an operating policy as an equal employment opportunity employer. Firms of 50 people or less do not need to have a formal equal employment opportunity program, but shall have an operating policy supporting equal employment opportunity. \_\_\_\_\_ (Name of Firm) has an operating policy supporting equal employment opportunity. Firms of 50 people or more shall also have a formal equal employment opportunity program.

- Yes  No Does your firm have 50 or more employees?  
 Yes  No Does your firm have a formal equal employment opportunity program?  
 Yes  No This Proposal has been printed on recycled paper.

6. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
7. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
8. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
9. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award.



10. District shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.
11. The District shall not be liable for any expenses incurred by Proposer in both preparing and submitting its Proposal, or in participating in the proposal evaluation/selection or Contract negotiation process, if any.
12. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.
13. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.

**SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:**

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

Print Name: \_\_\_\_\_

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

Contact Person (Type or Print): \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_





Don Horton, Executive Director  
799 SW Columbia Street  
Bend, OR 97702  
tel: 541.706.6100 fax: 541.388.5429  
[www.bendparksandrec.org](http://www.bendparksandrec.org)

## Bend Park and Recreation District

### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of **<Insert Effective Date>**

Between the District:

Bend Park and Recreation District  
799 SW Columbia Street  
Bend, Oregon 97702

And the Consultant:

**<Insert Name>**  
**<Insert Address>**  
**<Insert City state and zip code>**  
**<Insert phone number>**

For the following Project:

Bend Park and Recreation District Comprehensive Plan

The District and the Consultant agree as follows:

#### ARTICLE 1 Project Parameters

1.1 This Agreement is based upon the following initial information and assumptions.

- .1 Project: Bend Park and Recreation District Comprehensive Plan
- .2 Site: Bend Park and Recreation District, Bend Oregon.
- .3 Schedule: **<Insert the date the Consultant should be completed by>**
- .4 Fee: **<Insert Consultants total fee for contract>**

1.2 Scope of Services. Consultant will provide all services related to completion of the Project as more particularly described below and in Exhibit A.

1.3 Consultant's Compensation. District will pay Consultant as provided in Exhibit B.

#### ARTICLE 2 Relationship of the Parties

2.1 Consultant will provide the Services for the Project in accordance with the terms and conditions of this Agreement. Consultant's performance of Services will be as a professional consultant to District to carry out the Project and to provide the technical documents and supervision to achieve District's Project objectives.

2.2 In administering this Agreement, District may retain the services of an independent project manager and other consultants as needed to fulfill District's objectives.



**2.3** Consultant will provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list will include such information on the qualifications of the Sub-consultants as may be requested by District. District reserves the right to review the Sub-consultants proposed. Consultant will not retain a Sub-consultant to which District has a reasonable objection.

**2.4** This Agreement was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Staff" and individually, the "Key Staff Person") in its proposal. Consultant will make available the Key Personnel identified in its proposal for the Project. If requested, Consultant will provide to District a list of the proposed Key Personnel to be assigned to the Project. The list will include information on the professional background of each Key Person. If any Key Person becomes unavailable to Consultant, the Parties will mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of District, Consultant will not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Agreement; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Agreement; or (iii) substitute any Key Person. District's consent will not be unreasonably withheld. Consultant will remove any individual or Sub-consultant from the Project to which District has a reasonable objection and Consultant will have a reasonable time period within which to find a suitable replacement.

**2.5** Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of Consultant, additional Services will entitle Consultant to additional compensation on condition that the Consultant first have received written authorization from District describing the scope of additional Services and the amount of additional compensation to be paid for the additional Services. In any case in which Consultant performs additional Services without first receiving written authorization from the District and without an express agreement on the total compensation to be paid for the additional Services or the method from which the total amount of compensation is to be determined, Consultant will not be entitled to compensation for such services.

### **ARTICLE 3 Consultant's Responsibilities**

**3.1** The Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out at Exhibit A, attached. Time is of the essence for this Agreement. The District and the Consultant will develop a project schedule consistent with requirements of the Scope of Services and the Consultant will complete each phase of the services in accordance with the Schedule. The Consultant will contract directly with and will pay such Subconsultants.

**3.2** The Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by the Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project except to the extent such materials or methods are included with the informed consent or at the direction of the District. The Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which the Consultant is responsible pursuant to this paragraph, which may be brought against the District, and the Consultant will be liable to the District for all losses arising therefrom, including costs, expenses, and attorney fees.

**3.3** The Consultant will not be relieved of responsibility for errors or omissions or other defects in any other documents prepared by the Consultant for the District's review and approval.

**3.4** The Consultant will keep any real property involved in the project free from all liens by reason of its services and will defend, indemnify and hold harmless the District from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of the Consultant's services. If the Consultant fails to remove any lien or adjust any other claim relating to the Consultant's services, by bonding or otherwise, the District may, without recourse by the Consultant, pay the lien or claim and charge such payments, with costs incurred, to the Consultant.

**3.5** All services provided by the Consultant will be performed in a prompt manner and will be in accordance with the professional standards of care and diligence applicable to such services performed by recognized Consultants in the locale and on the type of project contemplated at the time such services are performed. The Consultant will be responsible for all services provided whether such services are provided directly by the Consultant or by subconsultants engaged by the Consultant. The Consultant will make all decisions called for promptly and without unreasonable delay.

**3.6** Consultant's Insurance. Consultant will procure and maintain for the duration of this Agreement, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of services by Consultant, its agents, representatives, employees and subconsultants as set forth below, except to the extent different coverage or limits requirements are specifically set out in the Agreement. The insurance companies will be first-class insurers and underwriters with an A.M. Best's financial strength rating of A- or better and financial size category of X or better, and the insurance companies otherwise will be reasonably acceptable to the District and will provide the District with thirty (30) days' notice of material change, expiration, or cancellation. The Consultant's insurance will be primary and any insurance carried by the District will be excess and noncontributing. The Consultant will furnish the District with Certificates of Insurance evidencing coverage and provisions as required.

.1 Workers' Compensation Insurance: statutory limits.

.2 Employer's Liability Insurance: subject to a waiver of subrogation in favor of the District, with limits of liability of not less than \$1,000,000 per accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

.3 Commercial General Liability Insurance: applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual Liability, with limits of liability of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate. The general liability coverage will name the District as additional insureds and will contain a severability of interest clause.

.4 Business Automobile Liability Insurance: applicable to any automobile assigned to or used in the performance of the services, whether owned, hired or non-owned, with a limit of liability of not less than \$1,000,000 combined single limit per accident.

.5 Professional Liability Insurance: with per-claim and aggregate limits of at least \$2,000,000 and a retroactive date no later than the effective date of this Agreement. Consultant will maintain such insurance for a period of three (3) years after completion of the Project construction. Consultant will require each sub-consultant engaged or employed by Consultant to be similarly insured with reasonably prudent limits and coverages in light of the services to be rendered.

**3.7** The Consultant will perform only the services authorized. Additional services will be compensated only as authorized in writing by the District. To the extent additional services are made necessary by any fault or error of Consultant in the performance of the Consultant's duties, responsibilities, nor obligations, the services will not be compensated.

**3.8** District's review or acceptance of documents will not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents and such review or acceptance by District will not relieve Consultant of responsibility for their production.

**3.9** Consultant represents and warrants the following:

- .1 Consultant has the authority to enter into and perform this Agreement; the persons executing this Agreement on behalf of Consultant have the actual authority to bind Consultant to the terms of this Agreement;
- .2 Consultant will, at all times during the term of this Agreement, be properly licensed to perform the Services;
- .3 Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Agreement and to design and administer a project having the scope and complexity of the Project;
- .4 Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Agreement;
- .5 Consultant is, or will become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project; and
- .6 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Agreement or at law.

**3.10** The Consultant will provide professional services for the District during all phases of the Project to which this Agreement applies, serve as the District's professional representative for the Project as set forth below, and will give professional consultation to the District during the performance of services hereunder.

**3.11** Consultant will provide the District with a W-9.

#### **ARTICLE 4** The District's Responsibilities

**4.1** The District will furnish the Consultant with information regarding requirements for the project, including programs setting forth the District's objectives, schedules, constraints and criteria.

**4.2** District will furnish to Consultant a general survey of the property, and also furnish to Consultant any reports regarding the site conditions or other relevant information, including structural, mechanical, chemical and other laboratory tests, inspections and reports that are in the District's possession.

**4.3** District will be responsible for payment of plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

**4.4** Unless otherwise provided in this Agreement, District will provide information requested by Consultant in writing in a timely manner regarding the requirements and limitations for the Project, which includes information regarding District's objectives, schedule, and criteria.

**4.5** The District will designate a representative fully knowledgeable about the project and with the authority to review and approve all project work.

**4.6** District, at District's sole option, may retain an inspector to inspect the Project in order to protect District's interests. The costs of the inspector are to be paid by District. When retained by District, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Agreement, nor may the inspector act as Consultant's agent.

**4.7** The District will render its own decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

## **ARTICLE 5** General Provisions of the Agreement

**5.1** Performance of Services. Consultant will at all times perform these services diligently and without delay and will punctually fulfill all Agreement requirements consistent with the schedule for the performance of services. Expiration or termination of the Agreement will not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance. Time is of the essence in the performance of this Agreement.

### **5.2** Instruments of Service.

**.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service intended and authorized for particular uses with respect to this Project and are not intended or represented to be suitable for any other purpose or for any other project.

**.2** The Consultant and the District warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the District and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**.3** The Consultant and the Consultant's consultants shall retain common law, statutory and other reserved rights in their original work, including copyrights, except that the Consultant grants to the District a nonexclusive license to reproduce the Consultant's Instruments of Service for purposes of constructing, using and maintaining the Project. The Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement.

**.4** All design documentation for all phases of the Project, including, without limitation, the Drawings, Specifications, and all BIM information, and other Instruments of Service provided to the District shall be deemed the property of the District who may use them without the Consultant's further permission for any lawful purpose. The District may assign, delegate, sublicense, pledge or otherwise transfer its rights in the design documentation within its sole discretion.

**.5** Any unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the District's sole risk and without liability to the Consultant or the Consultant's consultants.

### **5.3** Confidentiality

**.1** The Consultant warrants and represents that the Consultant and its subconsultants shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with its Services or the Project except (i) with prior written consent of

the District, (ii) information that was / is in the public domain, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Consultant or its subconsultants, or (iv) as may be required to perform Services or by any applicable law.

.2 The Consultant at any time upon the request of the District, shall immediately return and surrender to the District all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the District to Consultant. The Consultant and its subconsultants are entitled to each retain one copy of the documents.

.3 The representations and warranties contained in this paragraph shall survive the complete performance of Consultant's and its subconsultants' Services or earlier termination of the Agreement.

**5.4 Access to Records.** For not less than three (3) years after the Agreement's expiration or termination, District will have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Agreement for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Agreement, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant will retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Consultant will provide District and the other entities referenced above with full access to these records in preparation for and during litigation.

#### **5.5 Indemnity.**

.1 Claims for other than Professional Liability. Consultant will indemnify, defend, and hold harmless the District, and its officers, agents, and employees, for, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature to the extent such claims, suits, actions, losses, damages, liabilities, costs and expenses arise out of the fault of Consultant or its Sub-consultants, subcontractors, agents, or employees under this Agreement.

.2 Claims for Professional Liability. Consultant will indemnify, defend, and hold harmless the District, and its officers, agents, and employees, for, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature to the extent such claims, suits, actions, losses, damages, liabilities, costs and expenses arise out of the professional negligence of Consultant or its Sub-consultants, subcontractors, agents, or employees.

.3 District Defense Requirements. Notwithstanding the obligations under Sections 5.5.1 and 5.5.2, District may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is not adequately defending District or District believes it is in the District's best interests to do so. District reserves all rights to pursue any claims it may have against Consultant if District elects to assume its own defense.

.4 District's Actions. This Section 5.5 does not include indemnification by Consultant of the District or its officers, agents, and employees, for the negligent acts or omissions of District or its officers, agents, and employees, whether within the scope of the Agreement or otherwise.

#### **5.6 Consultant's Status.**

.1 Consultant will perform all Services as an independent contractor. Although District reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means and manner of

Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of District, as those terms are used in ORS 30.265.

.2 Consultant will not have control or charge of, and will not be responsible for, the acts or omissions of other consultants or contractors under contract with District who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to District any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on District or the Project.

.3 If any payment under this Agreement is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

**5.7 Successors & Assigns.** The provisions of this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. After the original Agreement is executed, Consultant will not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Agreement, without the prior written consent of District, and District's consent will not be unreasonably withheld.

**5.8 Compliance with Applicable Law.** Consultant will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. District's performance under this Agreement is conditioned upon Consultant's compliance with the provisions of ORS 279B.005 to 279B.025 and of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Agreement are subject employers under the Oregon workers' compensation law and will comply with ORS 656.017.

**5.9 Governing Law; Jurisdiction; Venue.** This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon and the exclusive venue for any lawsuit or action will be in Deschutes County, Oregon.

**5.10 Mediation:** The Consultant and the District agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of litigation or arbitration. Such mediation will occur at Bend, Deschutes County, Oregon, and the mediator's fees and expenses will be shared equally by the parties who agree to exercise their best efforts in good faith to settle all disputes.

**5.11 Arbitration.** The Consultant and District agree to submit all complaints, disputes and controversies that may arise out of or in connection with this Agreement or services provided, and which are not resolved through mediation, to binding arbitration under the laws of the State of Oregon, and in accordance with the Construction Industry Arbitration Rules of the Portland Arbitration Association in effect at the time. Notwithstanding any rule to the contrary, either party will have the option to initiate arbitration according to the Arbitration Service of Portland in effect at the time. The decision of the arbitrator(s) will be final and binding upon both parties.

**5.12 Attorney Fees.** In the event suit or action is instituted to enforce any provision of this Agreement, the prevailing party will be entitled to recover its cost and disbursements together with reasonable attorney's fees to be fixed by the arbitrator or court at trial or on appeal.

**5.13 Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**5.14 Force Majeure.** Neither party will be responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

**5.15 Waiver.** The failure of District to enforce any provision of this Agreement will not constitute a waiver by District of that or any other provision.

**5.16 Third Party Beneficiaries.** Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against District or Consultant. Consultant's Services under this Agreement will be performed solely for District's benefit and no other entity or person will have any claim against Consultant because of this Agreement for the performance or nonperformance of Services hereunder.

**5.17 Article Headings:** All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

**5.18 Termination.**

.1 District may terminate this Contract effective upon delivery of written notice to Consultant, or at such later date as may be established by District, under any of the following conditions:

- a) If District's funding from federal, state, local, or other sources is not obtained and continued at level sufficient to allow for the purchase of the indicated quantity of services. This Contract may be modified to accommodate a reduction in funds.
- b) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract.
- c) If any license or certificate required by law or regulation to be held by Consultant, its contractors, agents, and employees to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- d) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit or creditors of Consultant.

Any termination under this subsection shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

.2 By written notice to Consultant of default, District may terminate the whole or any part of this Contract:

- a) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- b) If Consultant fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, after receipt of written notice of default from District.
- c) The rights and remedies of District provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

.3 Consultant may terminate this Contract with thirty (30) days' written notice to District if District fails to timely pay Consultant, or if the project is abandoned or delayed for any reason beyond Consultant's control. In the event of termination by Consultant, Consultant shall be entitled to compensation for services provided up to and including the effective date of termination, plus termination expenses reasonably incurred by Consultant in winding down the project.

**SIGNATURE**

CONSULTANT

DISTRICT

\_\_\_\_\_  
Consultant Firm Name

Bend Park and Recreation District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By/Title

\_\_\_\_\_  
By/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT A**  
**Scope of Work**

*[Attach Consultants scope of work and fee proposal here as Attachment A]*

SAMPLE

**ATTACHMENT B**  
**Scope of Work**

*[attach Consultants fee schedule here as Attachment B]*

SAMPLE