

**THE CITY OF AMITY  
A MUNICIPAL CORPORATION OF THE STATE OF  
OREGON**

**REQUEST FOR PROPOSAL (“RFP”):**

**CITY OF AMITY**

**Request for Proposals due 2:00 p.m., March 22, 2024  
Proposals will not be received or considered after this  
time)**

City of Amity (“City”) is soliciting proposals from qualified consulting firms to provide certain long-range land use planning services, including facilitation of a major update of the City of Amity Comprehensive Plan. Interested firms can obtain a copy of the RFP and any addenda by contacting Nathan Frarck, City Manager at [nfrarck@ci.amity.or.us](mailto:nfrarck@ci.amity.or.us)

Proposal documents must be received by Nathan Frarck, City Manager at [nfrarck@ci.amity.or.us](mailto:nfrarck@ci.amity.or.us) hand delivery at, on or before **2:00 p.m., Pacific Time, March 22, 2024** (“Proposal Opening Date and Time”). For all email proposals, the timepiece used to determine the precise passing of the Proposal Opening Date and Time shall be the clock on the computer of the City Manager, as shown on the email receipt timestamp associated with a Proposal’s email in the email inbox. For all physical mail, the timepiece used to determine the precise passing of the Proposal Opening Date and Time shall be the wall clock located in the City of Amity City Hall.

Proposals shall be either sealed in an opaque envelope that has been clearly marked “**City of Amity Comprehensive Plan**” or emailed in a single .pdf document [nfrarck@ci.amity.or.us](mailto:nfrarck@ci.amity.or.us) Contract Award Announcements will be released on April 3, 2024.

Requests for proposal documents, requirements, questions, or requests for clarification must be submitted in writing no later than March 15, 2024, to by email or mail at:

Email: [nfrarck@ci.amity.or.us](mailto:nfrarck@ci.amity.or.us)

### **A. Background**

The City of Amity has an identified need for updates to the acknowledged Comprehensive Plan, due to outdated policies and a lack of cohesion. This project will address the City's infrastructure planning needs, economic development, and methods to maintain Amity's community culture while dealing with the development/tourist pressures of the Eola-Amity Hills American Viticultural Area. A robust and updated comprehensive plan for the City of Amity will be a significant improvement over the last plan from 1979. In 34 years, there have been substantial changes in the regional economic outlook, housing affordability, infrastructure needs, and much more. A reviewed and coordinated comprehensive plan will guide Amity in its future growth as it works to maintain the community culture that citizens love while embracing development opportunities. This project would promote economic development in the community, improve community resilience to natural hazards, and update comprehensive plans and implementing codes to respond to changes in state law, regulatory streamlining, and significantly changed local conditions since the last plan update. Working through voluntary periodic review with DLCD and other state partners should result in a robust comprehensive plan that heavily relies on input from the Amity community. The resulting plan should guide Amity in reaching its goals for directing development, improving walkability and safety, maintaining, and increasing affordable housing, and preparing for future regulatory requirements. The project will not include modifications to the population forecasts or land need sections, due to the expected changes to state law that are being rolled out with the Oregon Housing Needs Analysis adoption.

ORS 197.629(6) and OAR 660-025-0035(1) and (2) provide for a city or county to request the Commission to approve initiation of periodic review. The subject project will follow a "customized" periodic review, as provided in ORS 197.629(4) and OAR 660-025-0035(3).

### ***Advisory Committees***

The Project will employ a Comprehensive Plan Committee (CPC) composed of local government staff, community business owners, community stakeholders, utility providers, and others identified by the City. Organization of the CAC will be informed by the Outreach Plan prepared in Task 1 and will take into account DEI considerations. The role of the CPC is to review Project materials and advise on technical and policy issues throughout the project. The CPC will meet on a regular basis to review technical analysis and recommendations prepared by the City's project manager. Individual CPC members will be responsible for communicating with officials from their respective groups/organizations and to assure that policy issues are incorporated into technical work at the appropriate time and in the most effective way.

The Project will also have a periodic review assistance team or PRAT, per OAR 660-025-0060, to coordinate state, regional or local public agency comment, assistance, and information into the evaluation and project work program development process. Guidance from the PRAT will assist the consultant and the City and provide general project input to keep the project on schedule. DLCD will coordinate with the City to organize membership of the PRAT from agencies and regional governments. Members of the Periodic Review Assistance Team will provide, as appropriate:

- (a) Information relevant to the periodic review process;
- (b) New and updated information;
- (c) Technical and professional land use planning assistance; or
- (d) Coordinated evaluation and comment from state agencies.

The PRAT may include representatives of state agencies with programs affecting land use described in ORS 197.180, and representatives of regional or local governments who may have an interest in the review. The role of the PRAT is to review Project materials and advise on technical issues throughout the project.

The Project will employ a Project Management Team (PMT) composed of City staff, MWVCOG staff (per the City's preference), DLCD staff, and the Project consultant(s). The role of the PMT is to meet periodically to review Project materials and coordinate technical issues throughout the project.

DLCD will provide financial, administrative, and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the Comprehensive Plan update project will inform, but will not bind, future land use decisions of the City.

### ***Consultant Role***

The Project will use consultant services to perform technical analysis related to the Comprehensive Plan update project. The consultant is expected to follow the scope outlined and provide timely deliverables to the City per the agreed upon schedule. The consultant is expected to attend regular meetings of the CAC and to assist local planning staff in presentations to planning commissions and elected officials.

## **B. WORK TASKS & DELIVERABLES**

### **Task 1: Community Visioning and Inclusive Outreach Plan**

The community visioning stage of the project will involve preparation of a strategic plan for community outreach and engagement, determination of stakeholders and needed resources, establishment of the PRAT and other committees the City deems necessary, and the development of inclusion principles and policies. The consultant, with guidance from the PMT, will develop an inclusive outreach and engagement plan that supports participation of priority populations in steering and the CAC.

#### ***Task 1 Products:***

- Identification of impacted priority populations in project plan area;
- Preparation of a strategic outreach and engagement plan for priority populations;
- Evaluation framework for inclusive participation;
- Written products for public outreach and engagement; and
- Project schedule based on PMT input

### **Task 2: Comprehensive Plan Evaluation**

The City will provide the consultant with the legal baseline Comprehensive Plan, as acknowledged, and amended through the Post-Acknowledgement Plan Amendment process. DLCD will offer review to ensure that the baseline Comprehensive Plan document accurately reflects all of the acknowledged documents, including any background documents adopted during initial acknowledgement. The Consultant will then start a review of the baseline Comprehensive Plan and identify amendments/updates based on the following criteria:

- Consistency with the current Community Vision/Needs
- Substantial change in circumstances, including but not limited to the conditions, findings, or assumptions upon which the comprehensive plan or land use regulations were based, so that the comprehensive plan or land use regulations do not comply with the statewide planning goals or implementing regulations and/or do not accurately reflect current community/land conditions.
- There are issues of regional or statewide significance, intergovernmental coordination, or state agency plans or programs affecting land use which must be addressed in order to bring comprehensive plans and land use regulations into compliance with the statewide planning

goals or implementing regulations.

- The local government, commission or department determines that the policy is not achieving the statewide planning goals.

The consultant will also identify deficiencies in acknowledged background documents/Planning Atlas that necessitate research/new data for policy development and the overall Comprehensive Plan update. The PRAT and DLCD can assist with needed data/research for this portion of the project. Following the Comprehensive Plan evaluation, the consultant, in consultation with Local Government, will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged plan. For proposed map changes to existing Comprehensive Plan land use designations, or overall modification to any other Comprehensive Plan maps, the policy matrix will be accompanied by a graphic depiction of the change. A summary policy concepts document tracking the themes of the proposed Comprehensive Plan changes will also be prepared by the consultant.

Local Government will schedule and provide notice and an agenda for a Planning Commission meeting to present findings and recommendations of the policy concepts document and Comprehensive Plan policy matrix (and any maps). Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meetings.

### ***Task 2 Products***

Plan policy matrix to track suggested text/policy changes, with accompanying map changes, as necessary;

- Policy Concepts summary;
- Updated background/planning atlas documents/maps;
- Presentation materials to explain Comprehensive Plan Policy matrix/map changes recommendations to the Planning Commission; and
- Planning Commission meeting notes/response to comments received

### **Task 3: Work Program**

A work program is “a detailed listing of tasks necessary to revise or amend the local comprehensive plan or land use regulations to ensure the plan and regulations achieve the statewide planning goals” (OAR 660-025-0020(7)). Based on the Comprehensive Plan evaluation and Task 2 deliverables, the City and the consultant will coordinate to prioritize tasks for inclusion in a work program. The work program framework will be based on Statewide Planning Goals. Please note that per OAR 660-025-0020 each "task" means an activity that is included on an approved work program and that generally results in an adopted amendment to a comprehensive plan or land use regulation. The work program will identify what the city expects it will ultimately submit in fulfillment of a task (OAR 660-025-0130(3)).

Coordination/presentation at an RST meeting is a required step in this task. Input received by the RST will be used as part of the City and consultants draft work program.

### ***Task 3 Products:***

- Preparation of a draft work program based off of Project Management Team, CAC, and RST input; and
- Submittal of the work program to DLCD pursuant to OAR 660-025-0050

### **Task 4: Work Task Submittals/Comprehensive Plan Updates**

The Comprehensive Plan updates will be submitted in stages to DLCD, per the agreed upon work tasks. Please note that work task submittals follow the process in OAR 660-025-0130, which differs from the normal PAPA process.

Local Government will schedule one Planning Commission work session to present the proposed amendments package, to be publicly noticed. Consultant will coordinate with Local Government on meeting arrangements and facilitate the meeting(s).

***Task 4 Products:***

- Draft updates to the comprehensive plan, to be prepared and organized for task submittal pursuant to the work program. The proposed amendments should be identified through a policy matrix or strikeout and underline format, per the consultant and the City's preference; and
- Presentation materials for the Planning Commission work session.

## **C. DELIVERABLES AND WORK PRODUCTS**

As part of this project, Consultant will be responsible for the submittal and execution of the following:

1. Progress Reports and Research. Consultant will submit to the City monthly progress reports and research information relative to the project. Consultant will provide research necessary for completion of the project.
2. Meetings. Consultant will be responsible for meeting with City staff and relevant committees on a regular basis. The number and frequency of the meetings will be determined in consultation with both staff and Consultant before the project starts. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction, and review progress. Maximization of budget resources is a key expectation.
3. Final Work Products. The project will culminate in the adoption of an updated Comprehensive Plan with objectives and policies tailored to the year 2045 planning horizon. This plan will include background, findings, objectives, and policies for updating Comprehensive Plan Goals.
4. All draft and final work products and associated data will be submitted to City including memos, reports, and maps in both digital and print formats as City requires which may include, without limitation, MS Word and PDF. All work products and data will be the property of City and City reserves the right to use, modify, and/or amend any work product prepared in connection with the Services.

## **D. ASSISTANCE BY CITY**

MWVCOG City Planner, City staff and committees will be the primary contacts to assist Consultant. Staff will assist Consultant with obtaining all necessary background documents. Staff will assist Consultant with all necessary contacts and logistics to arrange or conduct public meetings. Staff will assemble the list of and recruit potential committee members. Staff will be available during all phases of the project to assist in providing technical assistance, information, documentation and explanations as needed.

## E. SUBMISSION INSTRUCTIONS

Proposals may be submitted by email or by physical mail. Proposals shall be either sealed in an opaque envelope that has been clearly marked “**City of Amity Comprehensive Plan Update** or emailed in a single .pdf document to [nfrarck@ci.amity.or.us](mailto:nfrarck@ci.amity.or.us). Contract Award Announcements will be released on April 3, 2024.

Proposal documents must be received by Nathan Frarck, City Manager City of Amity by hand delivery at 109 Maddox Ave. Amity OR , on or before **2:00 p.m., Pacific Time, March 22, 2024** (“Proposal Opening Date and Time”). For all email proposals, the timepiece used to determine the precise passing of the Proposal Opening Date and Time shall be the clock on the computer of [nfrarck@ci.amity.or.us](mailto:nfrarck@ci.amity.or.us). For all physical mail, the timepiece used to determine the precise passing of the Proposal Opening Date and Time shall be the wall clock located in the Planning and Administrative Manager’s office. Proposals received after the deadline time/date will not be considered. Mis-deliveries, late, incomplete, and/or faxed submittals will be considered nonresponsive. Proposals must address all items listed in this RFP; incomplete Proposals may not be considered. Postmarks are not considered proof of delivery. If the proposal is hand-delivered, it must be delivered to and stamped by personnel at the City of Amity.

Proposals must be addressed to:

Email: [nfrarck@ci.amity.or.us](mailto:nfrarck@ci.amity.or.us)

Physical Mail: 109 Maddox Ave  
PO Box 159  
Amity OR 97101

## F. QUESTIONS

Requests for proposal documents, requirements, questions, or requests for clarification must be submitted in writing no later than March 15, 2024, to Nathan Frarck email or mail as noted above.

## G. ADDENDA

No Proposal will be considered that is not responsive to any issued amendments.

## **H. PROPOSAL FORMAT**

A Proposer interested in performing the Services must submit a signed and dated Proposal to City containing the information identified below. Proposals will first be evaluated for compliance with the minimum requirements identified below. Proposals meeting the minimum requirements will be forwarded to an evaluation committee for review and evaluation.

### **Minimum Requirements**

1. At least one copy of the submitted proposal must bear an original signature on the cover letter. A duly authorized representative empowered to bind the consultant must sign the Proposal.
2. The Proposal must demonstrate that the Proposer has either experience, training, expertise, or some other background with similar projects of similar scope. In lieu of this, a Proposal must provide an explanation as to how Proposer is capable of undertaking a project of this scope and size.
3. Each Proposal must not exceed 25 pages, including the letter of transmittal, attachments, and/or appendices. Only the first 25 pages of any Proposal will be reviewed by the selection committee. Each Proposer must number the pages of each section in consecutive order. Each 8½" x 11" side of a page will be counted as one page. Each side of an 11" x 17" page will be counted as two pages.

## **I. PROPOSAL CONTENT**

Proposals must include, without limitation, the content listed below. Concise Proposals without needless duplication are encouraged. Emphasis should be on completeness and clarity of content and cost effectiveness of the Proposal. Proposals should be prepared generally in the following format for the ease of the selection committee in reviewing multiple proposals.

Letter of Transmittal. All Proposals must include a cover letter addressed to Nathan Frarck, City Manager, and signed by a representative legally authorized to bind the consultant to both its Proposal and cost schedule. The letter must (i) express interest in providing the Services; and (ii) agree to perform all the work outlined in this RFP within the time periods established by City. The letter must also contain brief information concerning the Proposer, including name, contact person, email address, mailing address, telephone number, and background of firm.

1. Table of Contents. Proposals must include a table of contents and include a clear identification of the material by section and by page number.
2. Executive Summary. Proposer must use this section to introduce the scope of the Proposal and to summarize the key provisions of the Proposal. Proposer will use this to provide a statement describing why they are qualified to perform the Services.

3. Experience, Technical and Other Qualifications. List the firm and key personnel qualifications relative to the Services required under this RFP. Include, without limitation, the following information: (i) location of office and number of people, by level, expected to handle the project; (ii) list of the office's current and recent government clients, including types of services performed; (iii) provide names of principals, key personnel, and any subcontractors who will be assigned to the project, their experience, qualifications, and periods of service; (iv) describe liability insurance coverage arrangements to assure that it is sufficient to cover claims that could arise during the Services.
4. Response to Scope of Consultant Services. Proposer shall provide a concise description of Proposer's capabilities to perform the services and satisfy the requirements of this RFP, demonstrate an understanding of the project, and approach public involvement. This must include (i) an explanation of how City personnel will be utilized during the project and the approximate amount of time required by city personnel; (ii) strategies to engage the general public of City in a conversation about City's future; (iii) strategies to facilitate participation by the public; (iv) strategies to create an informative website and appropriate social media presence; (v) a schedule showing proposed timing of deliverables.
5. References. Proposers shall provide contact information for previous municipal clients or land use planning clients, if any.
6. Compensation. Proposals shall include cost estimates and other necessary cost information related to the Services. This must include a list of the Proposer's billing rates for all applicable professional services for City reference, estimates of person hours, labor costs, expenses to complete all tasks listed in the Services, and predictions regarding any deviations from the Services that could significantly alter costs.
7. Additional Information. Any other information Proposer feels applicable should be included in the Proposal at this point.

Contractors shall use recycled products to the maximum extent feasible in the performance of the contract work set forth in this document.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT PROPOSER MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN WILL CAUSE SUCH PROPOSAL TO BE REJECTED AND NOT EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

## **J. PROPOSAL EVALUATION**

### **Evaluation Committee.**

City of Amity will establish a committee of at least three individuals to review, score and rank Proposals according to the evaluation criteria set forth in this RFP. The City of Amity may appoint to the evaluation committee consultants, City employees, and/or employees of other public agencies with experience in land use planning. At least one member of the evaluation committee must be a City of Amity employee.

### **Evaluation Criteria**

City will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned to Proposals. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items.

<b><u>Requirement</u></b>	<b><u>Maximum Points</u></b>
Experience and Qualifications	25
Fees and Costs	20
Response to Scope of Consultant Services	25
Proposed Community Engagement Plan	10
References	10
<b>Total</b>	<b>100</b>

City may seek outside expertise, including, without limitation, input from technical advisors, to assist in evaluating Proposals. City may request additional information from any Proposer. Proposals will be scored and ranked based on the information submitted according to the evaluation criteria and point factors. The City may choose to recommend the preferred Proposal solely on the written Proposal evaluation or select a short list of Proposers to interview. If interviews are determined to be necessary, the scores for the written Proposals will be considered preliminary. If interviews are required, interviews will be ranked upon the following:

<b><u>Requirement</u></b>	<b><u>Maximum Points</u></b>
Understanding and Approach	20
Agent or Firm's Capabilities	20
Other Factors	10
<b>Total</b>	<b>50</b>

City reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information to make a recommendation.

## **K. CANCELLATION, REJECTION, DELAY, OR SUSPENSION**

City reserves the right to cancel the procurement, to reject any or all Proposals, to delay the procurement, or to suspend this RFP if such a cancellation, rejection, delay or suspension is deemed to be in the best interest of the City. The reasons for any cancellation, rejection, delay or suspension will be made a part of the Proposal file. Under ORS 279B.100, City will not be liable for any loss or expense caused by or resulting from the cancellation, rejection, delay or suspension of a Proposal.

## **L. SELECTION**

City will award the contract to the highest ranked Proposer whose Proposal will best serve the interests of City and follows applicable law. Upon completion of the evaluation process, City will advise the Proposers of the selection. Each Proposer will be given notice of City's intent to award the contract to the highest-ranked Proposer at least seven days before the final award of contract.

If City does not cancel this RFP after it receives the results of the scoring and ranking of each Proposal, City will begin negotiating a contract with the highest-ranked Proposer. Contract negotiations will be directed toward obtaining written agreement on (i) the Proposer's performance obligations and a performance schedule; (ii) the payment methodology and contract price that is fair and reasonable to City, as determined by City, taking into account estimated value, scope, complexity and nature of the Services; and (iii) any other provisions City believes to be in City's best interest to negotiate. City reserves the right to negotiate and execute a final contract that is in the best interest of City.

If negotiations with the highest-ranked Proposer fail to result in a contract, City reserves the right to formally terminate negotiations and either (i) request that all Proposers resubmit their original Proposals or submit a revised Proposal; or (ii) enter into negotiations with the second-ranked Proposer and, if necessary, the third-ranked Proposer and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by City, the RFP may be formally terminated.

If a contract is awarded, City and the Consultant will enter into City's form professional services agreement substantially in the form attached hereto as Exhibit C (the "Agreement"). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the contract(s) will include terms and conditions concerning, among other things, acceptable standards of performance, compensation (including City's right to withhold 10% of the fee until completion of the Services), minimum insurance requirements, compliance with laws, indemnification, and representations and warranties. The Agreement will include an initial one-year term and may be extended for six months by the parties' mutual written agreement. The Agreement will be subject to approval of the City Council.

## **M. FAILURE TO PERFORM**

Failure to perform the Services or the failure to meet established performance standards may result in, but shall not be limited to: (i) reduction or withholding of payment; (ii) requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the Services or meet the established performance standards; and (iii) declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

## **N. ADDITIONAL INFORMATION**

By submitting a Proposal, the signatory must certify that Proposer is not, to the best of Proposer's knowledge, in violation of any Oregon tax law. For the purpose of the certification, "Oregon tax law" means a state tax imposed under ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Any Proposal submitted may be subject to public information requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" if and to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information to comply with the terms and conditions of this RFP, each Auditor must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

City will take reasonable measures to hold in confidence all such labeled information; provided, however, City will not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

In submitting a Proposal, each Proposer agrees that City may (a) reveal trade secret and/or other confidential materials and/or information contained in the Proposal to City staff and to any City consultant, and (b) post the Proposal on City's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each Proposer agrees to defend, indemnify, and hold City and each City officer, employee, and representative harmless for, from, and against all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire Proposal as a trade secret may be disqualified

Notwithstanding anything contained in this RFP to the contrary, if in City's best interest, City reserves the right to (i) amend and/or revise this RFP in whole or in part; (ii) cancel this RFP; (iii) extend the submittal deadline for responses to this RFP; (iv) waive minor informalities and errors in

such Proposals; and/or (v) reject any or all Proposals for any reason and/or without indicating reasons for rejection. Further, City reserves the right to seek clarification(s) from each proposer and/or require supplemental information from any Proposer, and/or negotiate with alternate Proposers, if initial contract negotiations are unsuccessful. City reserves the right to hold the Proposals for sixty (60) days before rendering a decision. This RFP does not obligate City to award a contract and/or to procure the Services (or any portion thereof). City reserves the right to enter into one or more contracts concerning the Services. Proposers responding to this RFP do so at their own expense; City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Proposal. By requesting Proposals, City is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a Proposal. Furthermore, City reserves the right to reject all proposals prior to execution of a contract, with no penalty to the City.