

REQUEST FOR PROPOSALS (RFP)

**for
Planning Services
for the City of Tillamook
in
Tillamook County, Oregon**

May 20, 2020

**Responses Due
June 10, 2020
2:00 PM**

**CONTACT:
PAUL WYNTERGREEN
503-374-1829
pwyntergreen@tillamookor.gov**

SUBMIT RESPONSES TO:

**PAUL WYNTERGREEN
CITY MANAGER
210 LAUREL AVENUE
TILLAMOOK, OR 97141**

1.0 REQUEST

Sealed responses marked "Request for Proposals for Planning Services" will be accepted by the City of Tillamook, 210 Laurel Avenue, Tillamook, OR 97141, attn: Paul Wyntergreen, or by hand delivery to Paul Wyntergreen, City Manager, 210 Laurel Avenue, Tillamook, until 2:00 p.m. local time, June 10, 2020.

The City of Tillamook is seeking Land Use Planning services to perform the services as described in Section 2 for a period of two (2) years, commencing July 1, 2020 and expiring June 30, 2022. For the past three (3) years, the City has contracted with Tillamook County Community Development for planning services within the Tillamook Urban Growth Boundary (UGB). As of July 1st, 2020, the County will no longer provide these services to the City.

Anticipated Notice of Award should be mailed by June 16, 2020 with contract refinement to be prepared the following week. The successful response will be used as the basis for a subsequent Personal Services contract to be negotiated between the City Manager and Contractor. The City Manager will be the local contact for the Contractor and will facilitate the Contractor's interaction with the City, as it performs contractual services. Anticipated Start date is July 1, 2020.

2.0 CONTRACTOR REQUIREMENTS

The Contractor shall provide a full scope of services offered as outlined in this Request For Proposals (RFP). The responding Contractor may propose alternative components or solutions not identified in this document, but shall meet the following general requirements.

1. Contractor shall demonstrate that their firm has the appropriate qualifications necessary to review land use applications and apply land use/flood regulations consistently for the benefit of economic and housing development, while ensuring adequate environmental and neighborhood protection in accordance with the State of Oregon Land Use law and the Code of the City of Tillamook (CCT).
2. Contractor will perform these planning services from a remote location, but will also have a schedule of accessibility at the City Hall offices when needed for meetings, appointments, Public record keeping, or other mutually-agreed-upon services.
3. Contractor will facilitate and coordinate with the City's Planning Technician, who essentially will take initial counter contacts, disseminate basic planning information, and receive applications, and mail notices, for the provision of planning guidance and logistics.
4. Contractor will confer with the City's Planning Technician for payments of all fees, permits, and other planning related activities requiring collection of payments.
5. Contractor will provide Planning Commission meetings and workshops with all relevant information necessary for Planning Commission members, applicants, and the general public to act in accordance with the CCT and State Land Use laws.

6. Contractor will manage the City's Flood Ordinance and review elevation certificates provided by property owners. Contractor shall review for consistency with the City Flood Ordinance and compliance with Community Rating System or FEMA standards. Contractor shall provide the Post Construction Elevation Certificate to City. City retains responsibility for record retention in accordance with Community Rating System or FEMA record keeping standards.
7. Contractor shall consult with City Manager to determine compliance with City zoning, subdivision, and design standard requirements when questions of interpretation arise. Should a code provision not be clear and objective or not have an interpretive precedent, Contractor shall refer the interpretation to the City Planning Commission. If the need for interpretation is generated by an applicant, the appropriate fee shall be collected.
8. Contractor shall make written recommendations to the Planning Commission for improvements to all related Ordinances.

3.0 DESCRIPTION OF SERVICES

The scope of the Planning Services would include the following tasks at a minimum:

- 1) Within the UGB, review planning, (zoning, sign, subdivision, property line adjustments, flood zone, street vacation, variance, etc.) applications; determine completeness; and route to administrative or land use processes.
- 2) Participate in preapplication and site plan reviews as needed. Empowered with ability to schedule applications for Planning Commission (PC) and to waive unnecessary submittals.
- 3) Schedule pre-app meetings, finalize PC schedule, apply zoning and special standards; develop and issue timely Staff reports, present such applications and reports before the Planning Commission, and guide them through their decisionmaking process.
- 4) On administrative applications, prepare Notices, if any; develop and issue administrative decisions; and prepare Final Orders and Notices of Decision.
- 5) On land use applications, prepare Notices; present to the Planning Commission; and prepare Final Orders and Notices of Decision.
- 6) On appeals of administrative decisions, prepare written staff report for the Planning Commission. On appeals of land use decisions, prepare written staff report for City Council.
- 7) On vacation applications, schedule with City Manager, hand-off applications with any necessary maps after determination of completeness and consultation with same.

- 8) Prepare and review Site Improvement Agreements and performance bonding as needed.
- 9) Ensure effective and consistent compliance with approved permits.
- 10) Issue Zoning Clearances and Land Use Compatibility Statements.
- 11) Respond to Floodzone inquiries and render Flood-zone management and Community Rating System (CRS) decisions.
- 12) Complete FEMA's annual CRS recertification.
- 13) Administer Wetlands/Riparian Area Use permits.
- 14) Monitor, and report on, City's Natural Hazards Mitigation Plan implementation.
- 15) Complete Portland State University survey requests. Respond to Public records requests related to planning.
- 16) Monthly one-page Planning Status Reporting to City Council/Planning Commission.
- 17) Make recommendations for streamlining, clarifying, untangling, and otherwise improving the land use code.
- 18) Coordinate with the County Building Department as needed.
- 19) Other ministerial Planning duties as assigned by City Manager.

4.0 RFP EVALUATION CONSIDERATIONS

The City will be comparing the range and depth of services being offered in contrast to the rate to be billed for those services in order to increase the economic efficiency of services provided. All responses will be judged based on the following criteria, with the evaluation weighted as indicated:

4.1 Category 1 – Qualifications (30%)

The experience of the Contractor with regard to their documented ability to successfully provide the proposed services. The Contractor shall submit resumes of the described work. The resume shall reflect the competency of the Contractor for planning activities, noting past experience and expertise related to the principles, practices and techniques of urban planning.

4.2 Category 2 – Resources and Capabilities (40%)

In order to ensure that the Contractor will establish a transparent and responsive planning relationship with the community, the City is interested in responses to the following questions:

- a. What experience do you possess in relation to Planning Commission and community facilitation of planning processes involving state and local land use law?
- b. What types of planning activities have you completed or participated in in the past?
- c. How do you anticipate handling scheduling in order to meet the Contractor Requirements outlined above?
- d. How would you use technology to keep information flowing?
- e. How do you foresee structuring your services to work cooperatively with City staff?
- f. How will you optimize responsiveness for the benefit of the City and its applicants?
- g. What additional benefits will you bring to the City over and above those contemplated by this request?

Creative, workable, and efficient approaches to the above questions will receive significant weighting in the rating and ranking process.

4.3 Category 3 – Service pricing (30%)

Describe proposed pricing and ability to track per applicant, plus service rate structure for any additional unanticipated work, and the Contractor's approach to controlling costs will be evaluated under this category.

5.0 INSTRUCTIONS TO CONTRACTORS

5.1 Contact Person

For questions or clarifications regarding any element of this RFP, the following individual can be contacted:

Paul Wyntergreen, City Manager
City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141

503-374-1829
pwyntergreen@tillamookor.gov

5.2 Addenda to RFP

In the event that it is necessary to revise any part of the RFP, addenda will be provided to all vendors who received the initial RFP or subsequently requested a copy. This includes any amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by the City of Tillamook.

If RFP holders obtain the RFP from a third party, they must notify Paul Wyntergreen of the City of Tillamook in writing or by email to be on the RFP holders list.

5.3 Contractor's Responsibility for Response Costs

The Contractor shall be fully responsible for all response development and submittal costs. The City of Tillamook assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a response by a Contractor, product demonstration by a Contractor, the evaluation of an accepted/rejected response, or the selection of the finalist(s).

5.4 Ownership of Responses

All responses and associated materials received shall become the property of the City of Tillamook.

5.5 Response Acceptance or Rejection

The City of Tillamook reserves the right to reject any or all responses, to accept or reject any or all the items in the response, to waive any informality in the responses received, and to award a contract in whole or in part, if it is deemed to be in the best interest of the City of Tillamook. The City of Tillamook reserves the right to negotiate with any Contractor after responses are opened and the winning response is awarded, if such action is deemed to be in the best interest of the City of Tillamook.

In addition to the factors mentioned above, Contractors are cautioned to review carefully all terms, conditions and specifications of the RFP prior to submittal of responses. The Personal Services contract may be awarded strictly on the basis of the Contractor's response including the Contractor's qualifications as received and without further discussion. Therefore, each response should be submitted to the City of Tillamook in the most favorable terms from both a cost and qualification standpoint.

5.6 All responses shall be valid through July 31, 2020.

5.7 Withdrawals and Modifications

Any responses can be withdrawn or modified in writing by contacting Paul Wyntergreen, City of Tillamook, prior to the June 10, 2020, at 2:00 p.m.

5.8 Contract

The successful respondent will be expected to enter into a contract with the City of Tillamook. The respondent will be required to maintain Errors and Omissions insurance for the duration of the agreement.

5.9 Proposed RFP and Contract Schedule

The City of Tillamook reserves the right to change the schedule or terminate the selection process at any time at the City of Tillamook's sole discretion. Notice thereof will promptly be provided to parties on the City of Tillamook's RFP holders list.

6.0 CONTRACTOR REQUIRED INFORMATION

The response, which must consist of one unbound and three bound copies, along with a digital PDF copy, shall also include:

- a. The Contractor name, address, email, and voice phone number of the Contractor and Contact Person for the response.
- b. A description of the Contractor's firm and business structure;
- c. A list of the names, positions, and responsibilities of each of the Contractor's personnel that will be assigned to provide services for the contract;
- d. A copy of brief resumes for the lead persons to be assigned to the City;
- e. The identity of the Contractor's manager with corporate responsibility for performance of the services provided; and
- f. The Contractor's related experience to perform the range of services requested by this RFP, including clientele reference contacts.

7.0 COMPLAINTS

Any respondent who has submitted a response to the City of Tillamook and who is adversely affected by the City of Tillamook's contract award to another respondent has 5 days after issuance of the Notice of Intent to award the contract, to submit a written protest of award to the City of Tillamook. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

An adversely affected respondent must exhaust all avenues of administrative review and relief before seeking judicial review of the City of Tillamook's contract selection. Written concerns must be mailed to:

Paul Wyntergreen, City Manager
City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141