

JACKSON COUNTY REQUEST FOR PROPOSAL (RFP)

Bear Creek Greenway Revisioning Plan

Jackson County Roads and Parks Department

Issue Date: October 1, 2021
Proposals Due: October 27, 2021

Jackson County Roads and Parks
7520 Table Rock Rd.
Central Point, OR 97502
Office: (541) 774-6238
Fax: (541) 774-632

REQUEST FOR PROPOSAL (RFP) FOR A BEAR CREEK GREENWAY REVISIONING PLAN

I. RFP OVERVIEW

RFP Issue Date: October 1, 2021

RFP Close Deadline: **October 27, 2021 at 12:00 PM, Pacific Time** (All time is per the clock in the Parks office, located above the entry door). Proposals will be kept in the Parks office located at 7520 Table Rock Rd., Central Point, OR 97502 and opened in that office at the time and date listed above.

For instructions to submit an RFP, see Section VI. *Instructions and Requirements for Submission of Proposals* in this document.

Contact Person Receiving RFP

Steve Lambert, Parks Program Manager
Jackson County Roads and Parks
7520 Table Rock Rd.
Central Point, OR 97502
Office: (541) 774-6303
Fax: (541) 774-6320
Steve.Lambert@jacksoncounty.org

II. GENERAL INFORMATION

Jackson County (“County”), through the Roads and Parks Department is accepting proposals from qualified parties for the development of a Bear Creek Greenway Revisioning Plan.

If a Proposer has any questions or concerns with completing the RFP, or comments on any specification that the Proposer believes limits competition, please submit them in writing by October 21, 2021 at 12:00 PM Pacific Time to the named Contact Person at the address provided above (email to the named Contact Person is preferred). Telephone questions or inquiries are not allowed and will not be addressed or answered. Answers to written submitted questions will be considered an addendum and will be faxed or sent by electronic mail to all proposers by 5:00 PM Pacific Time October 22, 2021.

Any Proposer who receives an RFP packet from a source other than the Jackson County website located at <http://jacksoncounty.org> is required to register with the Jackson County Roads and Parks Department. This registration must be in writing and shall include the proposer’s name, mailing address, telephone number, facsimile number, and electronic mail address. This registration should be sent to Debbie Hanker at the above address or can be emailed to hankerdl@jacksoncounty.org. (This is for packet registration only. Proposals will not be accepted by electronic mail or facsimile.) All parties requesting an RFP packet as provided in this section will receive any addenda issued during the RFP process.

Proposer must be aware of Oregon Revised Statutes Chapters 279, 279A - 279C, any other applicable state and federal laws, the Jackson County Local Contract Review Board Rules (“LCRB

Rules”, available at <http://jacksoncountyor.org>), any attached Insurance Requirements, Resident Bidder Statement, Proposer’s Certifications, and attached contract terms and conditions in preparing its response. These documents and the contract reflect language required by statute.

All work shall be required to be performed in a timely manner and pursuant to the ordinances, rules and regulations of Jackson County and ORS 701. ORS 279, 279A-279C and related model rules may be used for guidance but not for mandatory direction.

Where relevant (if relevant) to performance of the work:

- Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, including ORS 279B.225.
- Contractor or subcontractor shall possess asbestos abatement license, if required under ORS 468A.710.

Background

The Greenway is a consortium of public lands adjacent to Bear Creek that generally follows interstate 5 and Highway 99 serving both recreation and transportation needs. The Greenway consists of lands owned and operated by the cities of Ashland, Talent, Phoenix, Medford, and Central Point along with Jackson County and the Oregon Department of Transportation (ODOT). Approximately 1,000 acres of riparian corridor lands provide wildlife habitat, natural area/open space inventory and provide for the Bear Creek Greenway State-Designated Recreational Trail. The trail is a 12-foot-wide paved community asset that links the above-mentioned cities, serving as a key element of the region’s bicycle and pedestrian transportation network. Trail users experience a variety of conditions from rural settings, to highly urban interfaces with access to city streets, county collectors and other trail networks.

As part of a strategic effort funded by the Jackson County Board of Commissioners, community partners are collaborating for the development of a revisioning of the Bear Creek Greenway (Greenway) corridor. The plan will gather input from the community and partner jurisdictions, subsequently synthesizing that information into a guiding document that will shape the future governance and funding structure for the facility.

See Exhibit E for more detailed information and scope of work.

IV. PROPOSAL CONTENT

Mandatory Items of Proposal

Proposer shall be responsible for obtaining RFP documents and any addendum and to carefully examine the specifications and requirements of the proposed project. Copies of RFP materials and other documents are on file and may be examined by contacting the above listed contact person.

In response to this RFP, the Proposer shall include, in addition to the Exhibits identified in Section XII, below, all the following items:

1. A cover letter, signed in ink by the Proposer, or his/her representative with signatory authority, stating that the Proposer has read this RFP, understands its terms and conditions, and agrees to abide by those terms and conditions. The failure to so state shall cause a proposal to be deemed unresponsive and may result in the rejection of that proposal.
2. A statement from the Proposer describing the Proposer's experience with projects of the type being requested and a list of at least 3 examples of completed similar projects, with references for the 3 projects.
3. A description of the role of personnel involved in the project, special resources, or any other information to demonstrate that the Proposer can effectively and efficiently deliver the desired product within the proposed time line.
4. A resumé of the project team or firm including verifiable references and the name, title, address and telephone number of the individual who will have authority to negotiate and contractually bind the firm.
5. A total cost for the described project, including the hourly billing rate of key personnel and support staff to be assigned to the project.
6. A description of the efforts your firm will make to ensure travel, lodging and per diem expenses are as low as possible for this project.
7. Any additional information directly supportive of the Proposer's qualifications and proposal.

The proposal must be typed, using a typeface no smaller than twelve (12) point, and shall not exceed twenty-five (25) pages in length.

Desirable Items

Proposers are encouraged to propose additional tasks, services and/or deliverables if they will substantially improve the results of the project. These items should be separated from the mandatory items on the cost proposal.

Alternative Proposals

Proposers are also allowed to present alternative proposals that may not coincide completely with the request, but which the Proposer feels the County should consider. Alternative proposals must be clearly specified as such and provided separately from proposals that do meet the specifications of the RFP.

V. EVALUATION PROCESS AND SELECTION

The County Administrator, and/or his designee, will select a committee to review all proposals.

The committee will be comprised of City, County and State agency staff and elected officials. The committee may select qualified candidates for personal interviews if needed.

The selection of a contractor shall be made on the "best value" basis considering such factors as experience, reputation, operational plans and compensation to the County. Other factors to be considered may include, but are not limited to, term, expansion potential, and past demonstrated performance. A point scale fashioned from such factors is provided below to create the final evaluation recommendation. Award will be made and negotiations conducted with the Proposer that scores the highest number of points within this evaluation process. Should these negotiations fail, then the Proposer with the second highest number of points within this evaluation process will be contacted for negotiation purposes. For this RFP, factors and their respective weights for consideration are as follows:

1. Technical experience: The Proposer's experience in similar master plans and land use planning along with the reputation for satisfactory work, judgment and reliability. (25%)
2. Staff capability: The overall training, experience and skills of all project staff. (25%)
3. Management capability: The organizational framework, proposed time lines and means of producing the final product. The Proposer's ability to finish the project within the given time frame. Proposer's willingness to collaborate with County staff. (25%)
4. Cost: The Proposer's ability to complete the project for a reasonable cost, including efforts to ensure travel, lodging and per diem expenses are as low as possible for this project. (25%)

VI. INSTRUCTIONS AND REQUIREMENTS FOR SUBMISSION OF PROPOSALS

All proposals are firm, binding, and irrevocable for sixty (60) days after the opening of the proposal.

No proposals will be considered that fail to contain fully completed documents or any other documentation required by the instructions and materials herein.

The successful Proposer will be required to submit:

1. A cover letter, signed in ink by the Proposer, or his/her representative with signatory authority, stating that the Proposer has read this RFP, understands its terms and conditions, and agrees to abide by those terms and conditions. The failure to so state shall cause a proposal to be deemed unresponsive and may result in the rejection of that proposal.
2. The proposal must be typed, using a typeface no smaller than twelve (12) point, and shall not exceed twenty-five (25) pages in length. Submit an original plus **five (5)** copies of your proposal in 8.5" x 11" three-ring binders. All material should be presented in an

8.5” x 11” portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5” x 11” three-ring binder.

3. Proposals shall be received and date and time stamped at the Jackson County Parks office located at 7520 Table Rock Road, Central Point, Oregon, 97502 prior to RFP Close Deadline. No proposal received after RFP Close Deadline shall be considered.
4. A fully executed Reference Release Form (Exhibit A).
5. A fully executed Resident Bidder Statement (Exhibit B).
6. A fully executed Proposer’s Certifications (Exhibit C).
7. A fully executed Proposer’s Offer Form (Exhibit D).

Proposals shall be delivered to Jackson County Roads and Parks, 7520 Table Rock Road, Central Point, Oregon, 97502. The proposal package must be in a sealed envelope or box and clearly marked on the outside with:

“RFP for Bear Creek Greenway Revisioning Plan”
Proposer’s Name
Proposer’s Address

Failure to submit any of the above required information and materials will render the proposal non-responsive, and the proposal will not be considered for approval.

Proposals submitted by facsimile transmission or email will not be accepted. Proposals received after the close date and time stated in this RFP will not be accepted or opened.

Modification or Withdrawal of Proposals Prior to RFP Close Deadline

A Proposer may modify its proposal prior to the RFP Close Deadline. A Proposer shall prepare and deliver any modification to its proposal in a sealed envelope or box addressed to Steve Lambert, Jackson County Roads and Parks, 7520 Table Rock Road, Central Point, Oregon, 97502, and this modification must be received by Jackson County Roads and Parks prior to the RFP Close Deadline. Any modification must include the Proposer’s statement that the modification amends and supersedes the prior proposal. The Proposer shall mark the submitted modification as follows: “Modification to Proposal for Bear Creek Greenway Revisioning Plan.”

A Proposer may withdraw its proposal prior to the RFP Close Deadline by submitting a written request, signed by the Proposer or an authorized representative of the Proposer, on the Proposer’s letterhead. The Proposer shall mark the submitted request to withdraw a proposal as follows: “Request to Withdraw Proposal for Bear Creek Greenway Revisioning Plan.” This request to withdraw a proposal shall be delivered in a sealed envelope addressed to Steve Lambert, Jackson County Roads and Parks, 7520 Table Rock Road, Central Point, Oregon, 97502, and received by Jackson County Roads and Parks prior to the RFP Close Deadline. County may release an unopened proposal withdrawn in the manner described above to the Proposer or its authorized representative, after voiding any date and

time stamp mark.

Modification or Withdrawal of Proposals After RFP Close Deadline

A Proposer is not permitted to correct or withdraw a proposal for an error in judgment. If County discovers certain mistakes in a proposal after opening proposals, but before award of the contract, County may take the following action:

(1) County may waive, or permit the Proposer to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the proposal, or an insignificant mistake that can be waived or corrected without prejudice to other proposers. Examples of minor informalities include a Proposer's failure to:

(a) Return the correct number of proposals or the correct number of other documents required by the RFP;

(b) Sign the offer in the designated block, provided a signature appears elsewhere in the proposal, evidencing an intent to be bound; and

(c) Acknowledge receipt of an addendum to the RFP, provided that it is clear on the face of the offer or certifications that the Proposer received the addendum and intended to be bound by its terms; or the addendum involved did not affect price, quality or delivery.

(2) County may correct a clerical error if the error is evident on the face of the proposal or other documents submitted with the proposal, and the Proposer confirms County's correction in writing. A clerical error is a Proposer's error in transcribing its proposal. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, and instances in which the intended correct unit or amount is evident by simple arithmetic calculations. Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.

(3) County may permit a Proposer to withdraw a proposal based on one or more clerical errors in the proposal only if the Proposer shows with objective proof and by clear and convincing evidence:

(a) The nature of the error;

(b) That the error is not a minor informality under this section or an error in judgment;

(c) That the error cannot be corrected or waived under subsection (2) of this section;

(d) That the Proposer acted in good faith in submitting a proposal that contained the alleged error and in claiming that the alleged error in the proposal exists;

(e) That the Proposer acted without gross negligence in submitting a proposal that contained a claimed error;

(f) That the Proposer will suffer substantial detriment if County does not grant the Proposer permission to withdraw the proposal;

(g) That County or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on County or the public it represents; and

(h) That the Proposer promptly gave notice of the claimed error to County.

Rejection for Mistakes

County shall reject any proposal in which a mistake is evident on the face of the proposal and the intended correct proposal is not evident or cannot be substantiated from documents submitted with the proposal.

Identification of Mistakes after Award

The procedures and criteria set forth above are a Proposer's only opportunity to correct mistakes or withdraw proposals because of a mistake. Following award, a Proposer is bound by its proposal, and may withdraw its proposal or rescind a contract entered only to the extent permitted by applicable law.

VII. RESERVATION OF RIGHTS

This RFP does not obligate Jackson County or its departments to award a contract or complete the RFP project, and County reserves the right to cancel, delay or suspend the RFP solicitation if County considers it to be in its best interest. ORS 279B.100. County is not liable for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, or award.

Jackson County further reserves the right to:

- Amend the Request for Proposal (RFP);
- Allow revision of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers;
- Extend the deadline for submitted proposals; and waive minor irregularities, informalities, or failure to conform to the RFP;
- Investigate the references of the past performances of any Proposer with respect to successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers and any other employment related claims;
- To reject any proposal response or to reject all proposal responses at any time prior to execution of contract, upon good cause and the County's finding that it is in the public interest;
- Negotiate contractual terms or conditions with proposers.

The terms and conditions of the final agreement must be approved by the Jackson County Local Contract Review Board.

VIII. PUBLIC RECORDS, TRADE SECRET AND CONFIDENTIAL MATERIALS

All proposals are considered public records subject to disclosure to the extent that any particular information contained within the proposal is not exempt under Oregon's Public Records Law. The Proposer must specifically identify in the proposal documentation what information, if any, is considered exempt and Proposer shall assume all responsibilities for such defense. Jackson County is not responsible for recognizing or asserting any defense against any disclosure of materials or information within the proposals submitted.

The Proposer must defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the County, its elected officials, agents and employees, from any judgments or damages awarded against the County in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the County's award of a contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret or confidential materials are in possession of the County.

The County will not consider the prices submitted by the Proposer to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the County decides to pursue a contract and that contract is awarded.

Please review ORS 279B.060 and LCRB Rules for further information.

IX. MISCELLANEOUS PROVISIONS

Collusion. A proposer submitting a proposal hereby certifies that no officer, agent, or employee of Jackson County has a pecuniary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

Cost of Preparation of Response. Costs incurred by any proposer in the preparation of their response to this RFP are the responsibility of the proposer and will not be reimbursed by the County.

Lobbying. Commencing with the issuance of this RFP, proposers or others acting on their behalf are cautioned not to undertake any activities or actions to promote their proposals. Proposers or others acting on their behalf shall not make direct or indirect (through others) contact with members of the Jackson County Board of Commissioners, County Staff, or others to promote their proposals. Violation of this requirement may, at the County's discretion, be grounds for disqualifying the proposer from further consideration.

Consequences for Failure to Perform. If Contractor fails to perform the scope of work

identified in this RFP or fails to perform in the manner required by the Management Agreement, the consequences may include, but are not limited to: (1) reducing or withholding payment; (2) requiring Contractor to perform, at Contractor’s expense, additional work necessary to perform the identified scope of work or perform in the manner required by the Management Agreement; or (3) declaring a default, terminating the Management Agreement and seeking damages and other relief available under the terms of the Management Agreement or other applicable law.

X. PROPOSAL REVIEW SCHEDULE

Request for Proposals Issue Date..... October 1, 2021
Last Day to Submit ProposalsOctober 27, 2021 at 12:00 PM
Last Day to Submit QuestionsOctober 21, 2021 at 12:00 PM
Evaluation Committee Meets..... TBD
Final Selection of Contractor made and notice to all Proposers..... Not later than November 12, 2021
The County reserves the right to deviate from this schedule.

XI. PROTESTS OF RFP PROCESS AND AWARD

Protest of the RFP process and award is subject to the times and manner set forth in LCRB Rules.

XII. ATTACHMENTS AND EXHIBITS:

- Exhibit A Reference Release Form
- Exhibit B Resident Bidder Statement
- Exhibit C Proposer’s Certifications
- Exhibit D Proposer’s Offer Form
- Exhibit E Scope of Work and Project Background Narrative
- Exhibit F Sample Personal Services Contract (which Contractor will be required to execute)

EXHIBIT A

REFERENCE RELEASE FORM

I, the undersigned, authorize the following reference:

Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

To release the following information to Jackson County, its officers, agents and employees:

Information concerning Proposer’s qualifications to describe RFP services including but not limited to: quality of services provided; facilities and equipment available to perform services; working relationship with other entities; qualifications; quality of services; complaints received; and any other information necessary to demonstrate my ability to perform the requirements listed above.

I voluntarily and knowingly give my consent for full complete release of any and all information or opinions my reference may have concerning the services I have provided and the work I have performed.

In consideration of the cooperation of my reference, I agree to hold harmless, release and discharge the person or entity to whom this release form is presented and its elected officials, officers, employees, successors and agents from and against any and all claims, damages, losses and expenses, including attorney’s fees, present or future, whether known or unknown, arising out of, incidental to or by reason of complying with this release of information. This release and discharge includes, but is not limited to claims of defamation, libel, slander, negligence or interference with contract or profession.

I agree to hold Jackson County, its elected officials, officers, agents, volunteers, and employees, harmless from and against any and all claims, damages, losses and expenses, including attorney’s fees, arising out of the use or disclosure of any information obtained as a result of this release.

I consent to allow a photocopy of this release form, when presented by a duly authorized agent of Jackson County, to serve as a valid release even though the photocopy does not contain an original writing of my signature.

Signature: _____

Printed Name: _____

Date Signed: _____

EXHIBIT B

RESIDENT BIDDER STATEMENT
(Bear Creek Greenway Revisioning Plan)

THIS STATEMENT MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION. FOR PURPOSES OF THIS STATEMENT, "BIDDER" INCLUDES ANY PERSON OR CORPORATE ENTITY WHO SUBMITS A PROPOSAL IN RESPONSE TO A REQUEST FOR PROPOSAL.

"A Resident bidder" is a bidder that has 1) Paid Oregon unemployment taxes or income taxes during the previous year; 2) Has a business address in this state; and 3) Has stated in the bid whether the bidder is a "resident bidder" (ORS 279A.120).

CHECK ONE: Bidder is a **Resident Bidder** **Non-resident Bidder**.

1) If Resident Bidder, enter Oregon business address:

(Street Address)

(Mailing Address)

(City, State, and Zip)

2) If a Non-Resident Bidder, enter State of Residency: _____. If a Non-Resident Bidder, does Bidder receive, or is Bidder eligible for, any preference in award of Contracts with Bidder's state government or with Bidder's state government or with other governmental agencies of Bidder's State:

CHECK ONE: **YES** **NO**

If yes, 1) State the preference percentage: _____ %

2) Identify the law or regulation that allows the preference: _____

Note: When a public contract is awarded to a Non-Resident Bidder and the contract price exceeds ten thousand dollars (\$10,000), the Bidder shall promptly report to the Oregon Department of Revenue on forms to be provided by the Department the total contract price, terms of payment, length of contract

and such other information as the Department may require before the Bidder may receive final payment on the public contract. The County must satisfy itself that this requirement has been met before the County issues final payment. (ORS 279A.120(3)).

Bidder certifies that the information provided above is true and accurate.

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT C

PROPOSER’S CERTIFICATE
(Bear Creek Greenway Revisioning Plan)

By submitting this Proposal, the Proposer represents and certifies that:

1. The undersigned is a duly authorized representative of the Proposer, and has been authorized to make all representations, attestations, and certifications contained in this Proposal;
2. All information contained in this Proposal is true, accurate, and complete to the best of Proposer’s knowledge and belief;
3. The Proposer has carefully examined and understands the Request for Proposal and has identified any conflicts or discrepancies within the documents and has either raised the issue as a request for clarification or included the most stringent or expensive solution within the Proposal;
4. The Proposer has determined that the Proposer has available or can cause to be available the equipment, facilities, supplies, systems, materials, staff, and other items that are needed for the completion of the Project;
5. The Proposer is familiar with the requirements of applicable laws that affect the Scope of Work;
6. The Proposer has submitted its Proposal on the basis of its own examination, investigation and evaluation of factors and conditions, and is not acting in reliance upon any opinions or representations of the County except as stated in this Request for Proposal;
7. No officer, agent, or employee of Jackson County has any pecuniary interest in the Proposal in the Proposer’s entity, firm, business or affairs;
8. The Proposer will comply with all terms and conditions contained in this Request for Proposal, including Objectives and Scope of Work, and will comply with the terms of any resulting contract upon award;
9. The Proposer will comply with all applicable laws in the submission of the Proposal and the performance of the contract if awarded the contract;
10. The Proposer has not discriminated, and will not discriminate, against minority, women or emerging small business enterprises, and the Proposer is not in violation of any discrimination laws;
11. The County shall not be liable for any expenses incurred by Proposer in preparing and submitting Proposal;
12. The Bidder has received the following Addenda in formulating this Bid Response:

Addendum No: _____ Date: _____

Addendum No: _____ Date: _____

Signature: _____ Date: _____

EXHIBIT D

PROPOSER'S OFFER FORM
(Bear Creek Greenway Revisioning Plan)

TO: Jackson County Board of Commissioners
Jackson County Courthouse
10 S Oakdale Rm 214
Medford, Oregon 97501

READ CAREFULLY

THIS IS THE PROPOSER'S OFFER TO ENTER INTO A CONTRACT WHICH, IF THE PROPOSAL IS ACCEPTED FOR AWARD, BINDS THE PROPOSER TO A CONTRACT AND THE TERMS AND CONDITIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) AND ALL ATTACHMENTS TO THE RFP, AND PROPOSER'S PROPOSAL ALL OF WHICH ARE HEREBY INCORPORATED BY REFERENCE. A PROPOSER SHALL NOT MAKE THE PROPOSAL CONTINGENT UPON JACKSON COUNTY'S ACCEPTANCE OF SPECIFICATIONS OR CONTRACT TERMS THAT CONFLICT WITH OR ARE IN ADDITION TO THOSE ADVERTISED IN THE RFP. SIGNING THIS DOCUMENT IS CONSIDERED TO BE THE PROPOSER'S OFFER, WHICH IS FIRM, BINDING, AND IRREVOCABLE FOR SIXTY (60) DAYS AFTER THE OPENING OF THE PROPOSER'S PROPOSAL.

PROPOSAL

The undersigned, hereinafter called the Proposer, declares and certifies that:

1. The undersigned is the authorized representative of the Proposer, that the information provided in this offer is true and accurate, and that providing incorrect or incomplete information may be cause for offer rejection or contract termination;
2. The Proposer has read and understands all RFP instructions, specifications, and terms and conditions contained herein (including the attachments listed in this document) for the work described as the Bear Creek Greenway Revisioning Plan, and that this offer is made according to the provisions and under the terms of the documents included in the RFP.
3. The Proposer or its designee have made diligent inquiry and become fully acquainted with conditions relating to the performance of the work described in the RFP; that Proposer is satisfied as to the general nature and scope of the work.
4. This offer that has been:
 - a) Arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to (i) those fees, (ii) the intention to submit a proposal or (iii) the methods or factors used to calculate the fees offered;
 - b) The fees in this proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before the proposal is opened and a notice of intent to award a contract is issued.
 - c) No attempt has been made or will be made by the Proposer to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.

(If the Proposer deletes or modifies subparagraph 4 above, the Proposer must furnish with its offer a signed statement setting forth in detail the circumstances of the

disclosure.)

5. If this proposal is accepted, Proposer will contract with Jackson County for the authority to perform the work and will:
- a) Be bound to and will comply with all Contract requirements, specifications, and terms and conditions contained herein; and
 - b) Provide all the necessary equipment, materials, tools, apparatus and labor to perform the work in accordance with the Proposer's proposal;
 - c) Agree to complete the work in all respects in a timely manner;
 - d) Agree to comply with the all applicable sections of ORS Chapter 279, 279A-279C and other Oregon and Federal law.

THE UNDERSIGNED hereby agrees to perform the work under the terms of this Proposer's offer as encompassed in the Request for Proposal, Proposer's proposal, and all of the above.

Proposer's duly authorized representative (signature)

Proposer's duly authorized representative (printed name)

Date

**THIS SECTION TO BE COMPLETED BY JACKSON COUNTY
JACKSON COUNTY'S ACCEPTANCE OF PROPOSER'S OFFER**

Jackson County hereby awards a contract to the above Proposer and accepts the Proposer's proposal for services:

Bear Creek Greenway Revisioning Plan

Danny Jordan
Jackson County Administrator
Public Contracting Officer

Date

Approved as to Legal Sufficiency

County Counsel

EXHIBIT E

Scope of Services and Project Background

SCOPE OF WORK and Project Background *Bear Creek Greenway Revisioning*

Introduction

As part of a strategic effort funded by the Jackson County Board of Commissioners, community partners are collaborating for the development of a revisioning of the Bear Creek Greenway (Greenway) corridor. The Greenway is a consortium of public lands adjacent to Bear Creek that generally follows interstate 5 and Highway 99 serving both recreation and transportation needs (See Exhibit A). The Greenway consists of lands owned and operated by the cities of Ashland, Talent, Phoenix, Medford, and Central Point along with Jackson County and the Oregon Department of Transportation (ODOT). Approximately 1,000 acres of riparian corridor lands provide wildlife habitat, natural area/open space inventory and provide for the Bear Creek Greenway State-Designated Recreational Trail. The trail is a 12-foot-wide paved community asset that links the above-mentioned cities, serving as a key element of the region's bicycle and pedestrian transportation network. Trail users experience a variety of conditions from rural settings, to highly urban interfaces with access to city streets, county collectors and other trail networks.

History

The Greenway was constructed through extensive efforts over the past several decades in collaboration with all jurisdictional partners. Funds for development include transportation sources, as well as recreational sources from the National Park Service Land and Water Conservation Fund. As a result, the Greenway is encumbered with a variety of restrictions on development and use. The path itself meanders through city, county and state-owned tax lots and ODOT right-of-way, creating a mosaic of ownership which can lead to challenging land management issues.

Since 2007 the cities of Ashland, Talent, Phoenix, Medford and Central Point, along with Jackson County (Joint Powers Committee, JPC) have partnered through a formal agreement (Joint Powers Agreement, JPA) to fund maintenance of the trail physical asset including pavement and bridges. Each JPC member provides funding based on a formula to the County to provide maintenance and upgrades to ensure the physical assets are managed to a desired level of service. These funds are largely leveraged against state and federal funds to provide for large-scale projects that enhance user experience and extend asset lifespan. This partnership has been highly successful and was expanded in 2017 to add routine maintenance including graffiti removal, litter and garbage patrol, blowing of trail debris, and vegetation maintenance within 10' of the pave trail edge. The partnership has continued to be successful and was renewed in 2017, resulting in a consistent level of service for trail users and enhanced trail safety with vegetation maintenance, with increased line-of-sight and visibility. The partnership does not provide for management and maintenance of vegetation and public lands beyond 10' from the paved surface. To date, there is no consistent funding source for maintenance of these lands.

Challenges

The Greenway faces many challenges that are not unique to the region:

- 1) As the region's houseless population has increased in the past decade, so has use of the Greenway for camping and other unauthorized behavior. The issue has led to a decrease in recreational use by county residents and tourists due to perception of decreased personal safety. Surveys have been conducted by the Southern Oregon University School of Business to corroborate this hesitancy. As a result, support for maintenance and future expansion of the Greenway has waned. Jurisdictions have taken separate approaches to managing this issue dependent upon the extent to which the issue is present on their lands, opinions of legal ability to manage the issue, and public perception. The issue has undoubtedly led to degradation of the environmental characteristics of the sensitive riparian corridor, which is home to aquatic threatened and endangered species.
- 2) The feeling of safety and security along the Greenway has waned in recent years and has led to decreased use of the asset, as a result of illegal activity, such as drug use, along the corridor. Law enforcement officials from all jurisdictions are partnering on multiple fronts with community partners to address the issue, but the hesitancy of trail users due to the issue persists.
- 3) As the Rogue Valley continues to experience extended wildfire seasons, fuel management along the Greenway becomes a greater concern. The prolific wildfires in September, 2020 increased awareness and highlighted the issue more than ever before, as the Greenway corridor arguably provided a conduit for fire to move from Ashland to South Medford in the Almeda Fire, as well as the rapid spread of flames in the unnamed fire in Central Point. Jurisdictions have historically worked independently on separate fuel management projects along the corridor, but there have not been large-scale cohesive efforts to date. While the fires were tragic and highly destructive, they have provided an opportunity for a "reset" moving forward and were highly productive at removing flammable invasive species along the corridor, etc. Funds have been secured from the Federal Highway Administration for future invasive species and restoration efforts. Fire officials and emergency planners are highly interested in seeing a landscape-level vegetation management plan that reduces exposure of nearby communities to wildfire in the future.
- 4) While there is a successful and productive manner for funding trail asset and routine maintenance, the community lacks an established method for the adequate funding of Greenway law enforcement, landscape-level vegetation management, and the challenging issues surrounding houselessness along the Greenway, including consistent jurisdictional ordinances regarding the use of the greenway. Public land owners and managers have not developed a cohesive approach to managing these issues to ensure consistency along the Greenway, leading to a variety of management techniques that collectively affect user experience, lower social perception of the Greenway, result in degraded environmental value and restorative benefits of the natural areas, and potentially increase the opportunity for future wildfire events.
- 5) While there has been much work done on all challenges mentioned in this document, there has been limited collaboration across disciplines. Natural resource specialists have addressed environmental concerns, law enforcement officials have worked amongst agencies to address issues, fire officials have collaborated for fuel reduction projects, but little cross-discipline collaboration has occurred to create a multi-disciplinary approach to solving issues.

Opportunities

- 1) Amongst a significant portion of the local population, the Greenway is seen as a valuable asset, providing a place for exercise, relaxation, close-to-home wildlife viewing experiences, and socially-connective experiences, especially during the challenges faced during the COVID-19 pandemic. The Greenway faces varying challenges across different sections of the trail, but by and large, the vast majority of the trail is used heavily and valued for its recreation and transportation value.
- 2) The Greenway provides connectivity amongst communities in a relatively easy and safe manner, for users of all types of experience and ability. It's ease of use provides opportunity for connectivity from residential to business corridors. From stopping in to restaurants to enjoy lunch along a ride, to connecting to lodging facilities when arriving at the airport from out of town, to hosting large scale outdoor recreation events, there are enormous opportunities for the use of the corridor that benefit our local economy.
- 3) While the Greenway has been developed over the past several decades, it is not finished. The ultimate goal is to have the path connect from Emigrant Lake, south of Ashland to the Rogue River, north of Central Point. From there, the trail will connect to the Rogue River Greenway and follow the Rogue River to Grants Pass. This trail network would result in a 55-mile off-highway trail that would provide enormous opportunity for economic growth and recreational value in the region. This development will likely only come to fruition if the current issues surrounding the Greenway are cohesively managed.

Goal

The project goal is the development of a master plan for the Bear Creek Greenway, including a menu of options for governance structure and funding mechanisms required to reach the desired level of service. The final plan shall clearly list the preferred recommendation of the most efficient and effective means of governance and funding.

The plan shall address jurisdictional and constituent concerns, both tangible and social, along with clear and concise strategies and tactics for management and mitigation of said concerns, with a focus on a collaborative approach to Greenway management.

The plan may, or may not, result in a uniform approach to management under a single governmental body after review of all feasible alternatives, and the plan shall recommend a clear path forward for a cohesive approach to management of the Greenway.

Recommendations shall include:

- Management and operations plan with desired levels of service
- Governance structure options, including preferred structure
- Proposed uniform rules and regulations
- Funding options, including preferred option. **Funding may, or may not include the recommendation of a taxing district to fund maintenance and operations. If it does, the plan shall clearly meet all legal requirements of a statutorily required feasibility study to**

determine the proposed permanent taxing rate limit, taxing district boundary, and shall provide clear and concise recommendations for governance of said district.

Contractor shall perform the tasks generally outlined below. This work will include planning, community engagement and committee meetings, documentation of existing conditions, development of a draft management plan, prioritization and implementation strategies, funding recommendations, and final master plan document and associated maps.

General Requirements

- 1) It is intended for the project to be completed prior to September 30, 2022.
- 2) Contractor and the County will be responsible for coordinating the distribution of deliverables among project partners for review and comment. Contractor and the County will be responsible for collecting review comments, resolving conflicting comments, and submitting one set of consolidated non-conflicting comments for each submittal.
- 3) The following will be provided by County or its partners:
 - a. GIS data
 - b. Plans, policies and other documents that are not easily retrievable from online sources.
- 4) All deliverables will be provided by Contractor in PDF and original formats (e.g., Word, Excel, PDF, or shapefiles) as requested by County.

Task 1: Project Management and Coordination

Contractor will organize, manage, and coordinate the services required to perform the scope of work. Contractor will provide project management to facilitate efficient progress on the project and will maintain ongoing, clear communication with the project managers.

1.1 Kickoff Meeting

Contractor will facilitate a kick-off meeting to review the scope of work, confirm the goals and limits of the project, set a schedule, discuss critical issues, and discuss the project's purpose and need. This meeting will occur with the project steering committee consisting of managers and elected officials from Ashland, Talent, Phoenix, Medford, Central Point, Jackson County and ODOT. Contractor will prepare meeting notes summarizing the meeting and propose a draft purpose and need statement.

1.2 Ongoing Communication with Project Manager

Ongoing communication includes email and phone correspondence. All project management meetings will be done via phone or virtual platform unless scheduled with other in-person meetings. Brief monthly project management check-in calls will be scheduled with the project manager.

Task 1 Meetings:

- Kick-off meeting
- Monthly calls

Task 1 Deliverables:

- Kickoff Meeting agenda and notes, including draft purpose and need statement
- Monthly invoices and progress reports on task completion and budget status
- Brief monthly project management phone calls to discuss project progress and issues, with agenda and action items

Task 2: Community Engagement

Engagement for the plan will include working with the general public, key stakeholders, and project steering and technical advisory committees composed of organizations and individuals with a special interest in the plan outcomes. The goal will be to solicit a broad range of input and develop support for the plan recommendations.

Covid-19 Update

The community engagement scope of work reflects County's approach, including in-person meetings, and are assumed to begin once/if social distancing measures are no longer necessary. However, given the uncertain nature of this unprecedented public health crisis, we are recommending a fully online approach.

2.1 Engagement Plan

Contractor, in coordination with the project steering committee, will develop a brief Community Engagement Plan (CEP), which will include work with a community advisory committee made up citizen advisory committee members that represent all jurisdictions in the project steering committee. The plan will include non-traditional strategies to ensure inclusive and equitable engagement of the full community. The CEP will state initial goals, messages, events and engagement tools (on-line surveys and map, social media), a schedule, and an approach to public noticing of events. Contractor will attend and facilitate up to two (2) public meetings. The project steering committee will also promote the event through non-digital platforms.

2.2 Steering Committee Meetings

The County will identify members of, and assemble, the project steering committee. Contractor, along with the county project manager will work with the project steering committee members to help guide the planning process. It is anticipated that the first meeting with the project steering committee will serve as the kick-off meeting for the project. Contractor will be responsible for preparing presentation materials. Contractor will attend up to four (4) project steering committee meetings (including the kickoff meeting). The project steering committee will present updates on the process and the final plan to their respective governing bodies for feedback as the project progresses, providing results to the project manager and Contractor. The Contractor will be required to make a final plan presentation to each of the five city governing bodies.

2.3 Engagement Events

It is intended for the initial portion of engagement to create a forum where community members will be invited to provide input on what types of improvements they feel are needed to the Greenway.

Contractor shall host one interactive online open house early in the project, and methods to promote the open house. Contractor will be responsible for all meeting materials.

During the final portion of engagement, the draft plan will be posted to the project steering committee member's website for review, and the community will be asked to help prioritize proposed improvement projects and management strategies. Contractor shall develop the means and methods for community prioritization. A second online meeting will be held to gather input from the community on the draft plan. An opportunity for feedback on proposed improvements, governance structure, and funding options will be provided. Feedback will be gathered during all engagement events, consolidated, and communicated with the project steering committee.

2.4 Jackson County Board of Commissioners Briefings

The Contractor will be required to attend two meetings with the Jackson County Board of Commissioners. The first meeting will be focused on providing the results of the project following the initial community meeting and details regarding the project scope and services and the final meeting will be focused on the recommendations of the draft plan in an effort to receive feedback and recommendations. These meetings will be facilitated by county staff.

2.5 Input and Engagement Summary

The feedback from the steering committee and engagement events, will be recapped and summarized into a report or memo, describing how the input informed the plan recommendations.

Task 2 Meetings

- 1 Community Advisory Committee meeting
- Up to 4 meetings with Project Steering Committee
- 2 public engagement events (on-line open house)
- 2 Jackson County Board of Commissioners Briefings
- 1 meeting with each of five city councils for final plan recommendation briefing
- Report summarizing community input (Contractor, with information from project steering committee)

Task 2 Deliverables

- Community Engagement Plan

Task 3: Existing Conditions Review and Analysis

In this task, Contractor will evaluate current conditions as well as previous and ongoing planning efforts. Contractor will work with county staff to create an existing conditions data set based on a review of relevant plans, studies, and future projects provided project steering committee. This will ensure consistency with other adopted plans and provide a baseline for making recommendations.

3.1 Plan and policy review

Contractor will gather and review publicly available planning and project plans and studies to document the project's compatibility with other planning initiatives. Relevant planning and project plans include but are not limited to:

- 1) Bear Creek Greenway Management plan 2017-2022
- 2) Joint Powers Agreement
- 3) Medford Urban Renewal Association Bear Creek Greenway Plan
- 4) Jackson County Community Wildfire Protection Plan

Contractor shall additionally perform a literature review on other community greenway plans that may be valuable to the proposed project. These plans shall be of similar size and scope and aid in determining governance and funding options. A review of best practices for similar greenway management shall be a focus of this review.

3.2 Existing Conditions Analysis

Contractor will work with project manager to create an existing conditions data set to understand the current situation. Contractor will obtain and review materials from the county, city and ODOT staff, including relevant GIS data. Contractor will prepare a GIS base map of the study with the following data (based on availability):

- Parcel data and property ownership right-of-way and/tax lot
- Annual bicycle/pedestrian counts (as available)
- Information on maintenance protocols (such as new fuel removal) as available
- Information on ordinances and emergency services statistics
- Location of existing and planned natural resource restoration projects
- Areas of connectivity priority for business and economic support
- Largescale houseless community encampment areas of concern
- Critical wildfire fuel management areas of concern
- Location and frequency of law enforcement responses
- Funding sources

***Much of this data exists in separate datasets and project manager will assist in gathering data*

In addition, to get a full understanding of site constraints, Contractor will obtain and review available natural and cultural resource data including:

- 1) Natural Resources
 - a. Wetlands
 - b. Lakes/ponds/streams/rivers
 - c. Floodplains
 - d. Rare, threatened, or endangered species
 - e. Soil conditions and agricultural resources
- 2) Cultural Resources
 - a. Historic
 - b. Archaeological
- 3) Section 4(f) and 6(f) properties

Contractor will use the information collected in Task 3.2 to create a summary and synthesis of existing conditions.

3.4 Identify Opportunities and Constraints

Contractor will create annotated maps that illustrate key plan opportunities and constraints. Opportunities to be considered will include planned regional projects or preferred new amenities as identified by project committees and/or public input events. Constraints will include barriers such as rights-of-way and protected environmental resources, in addition to applicable social restraints. Additionally, a thorough analysis and review of funding mechanisms shall be included, with a preferred option to provide adequate funds to reach identified desired level of service.

3.5 Existing Conditions Memo

Work produced in tasks 3.1-3.4 will be compiled in a memo, for review by the project steering committee.

Task 3 Deliverables

- Existing Conditions Summary memorandum
- GIS map (pdf) and database of existing conditions, including landownership by type, amount and jurisdiction
- Report narrative of opportunities and constraints representative of conditions.

Task 4: Funding Methodology

Contractor shall perform a complete and thorough analysis of alternatives for funding options to reach the desired level of service. The financial portion of the plan provides guidance on what will be required to fund the projects in the master plan. Contractors shall clearly identify a Capital Improvement Plan (CIP) based off of information gathered in Tasks 2-3. Operations and maintenance expenses shall additionally be clearly identified in a goal to develop a yearly budget for both capital and operational needs for a ten-year period. The outcome shall include a detailed qualitative and quantitative analysis of expenses and potential revenue sources, with a clear recommendation of a funding strategy. Currently, all funding options are open for review. If the final recommendation results in a taxing district, which is entirely possible, Contractor shall provide a detailed analysis with a resulting document that meets all statutorily required obligations of a feasibility study.

Task 5: Communication Plan

Contractor shall develop a strategic plan to ensure consistent communication to the public from all jurisdictions on the benefits of the Greenway and the proposed implementation of the plan. The plan shall contain information for partner websites, talking points for staff and elected officials, and recommendations for reaching community members through non-traditional methods.

Task 6: Final Plan

6.1 Final Management Plan

Contractor shall develop a final management plan incorporating data gathered from tasks 2-3.

The plan shall identify the following:

- 1) A menu of options for governance structure and funding mechanisms
- 2) A preferred governance structure and funding mechanism of the Greenway to assist in uniform maintenance and management of the facility
 - a. If a taxing district is the preferred funding option, a detailed analysis shall be performed with a resulting document that meets all statutorily required obligations of a feasibility study. This study shall result in a proposed taxing district boundary and a proposed permanent rate limit.
- 3) A 10-year prioritized capital improvement plan aimed at enhancing recreation and transportation use of the facility based on input from tasks 2-3, including detailed cost estimates
- 4) A uniform set of proposed ordinances to assist with management of the Greenway
- 5) A preferred level of service for:
 - a. Type and frequency of law enforcement patrols
 - b. Vegetation management and fuel reduction treatments, shown by area and frequency
 - c. Enhanced security services including lighting, etc.
 - d. Routine maintenance by activity and frequency
- 6) Strategic objectives for implementation of management plan.
- 7) A communication plan for ensuring a consistent message is provided to the public on the Bear Creek Greenway and the proposed implementation of the plan.

EXHIBIT F

Sample Personal Services Contract

(Contractor will be required to enter into a Personal Services contract once selected)