



## **REQUEST FOR PROPOSALS**

### **PROPOSAL DUE DATE:**

**August 25, 2025, BY 2:00 PM Mountain Standard Time**

**Helena Parks & Recreation Master Plan Update**

**City of Helena Parks, Recreation and Open Lands**

**Attention: Doug Smith, Director, [dsmith@helenamt.gov](mailto:dsmith@helenamt.gov)**

**316 N Park Ave. Room 405 Helena MT 59623**

KEY DATES	
<b>RFP Issued:</b>	June 25, 2025
<b>Question Acceptance Deadline:</b>	July 25, 2025
<b>Proposals Due by:</b>	August 25, 2025
<b>Anticipated Contract Execution:</b>	September 25, 2025
<b>Anticipated Start Date:</b>	November 25, 2025

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT – DO NOT REMOVE ANY PAGES**

Per the attached specifications, terms, and conditions.

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Proposal	
Proposer Information and Addendum Acknowledgement	
City of Helena, MT Vendor Qualification Form	
Business License	
Insurance Certificate	
Current W-9 (blank provided upon request)	

## **INTRODUCTION**

The Helena Parks, Recreation and Open Lands Department manages a growing system that includes more than 233 acres of developed parkland, 30 individual parks, including bike and pedestrian trails, a 50-meter outdoor swimming pool with a splash pad, lazy river and waterslides, a public golf course, three tennis and pickleball sites, a skateboard park, a bike park and three outdoor skating rinks. All of our parks and trails are beautifully maintained by Parks Maintenance staff and our Urban Forestry Division. These features are designed and developed so that people of all ages, abilities and incomes can participate in the excellent recreational activities Helena has to offer.

## **BACKGROUND**

Helena's City Commission adopted the most recent Parks and Recreation Master Plan in 2010. The 2010 plan was an update to the 1998 plan that was adopted following an extensive process that involved data collection, research, fieldwork, community meetings, surveys and public meetings. The 2010 plan was written to assess the needs of the community for parks, recreation, open spaces, greenways, and trails and to identify the actions to be taken to improve, enhance and maintain these facilities, opportunities and programs.

The content of the 2010-2020 plan is similar to the previous version. Code enforcement has been added and substantial revisions to the organization of the document have occurred. In this version, the policy statements have been redefined as "goals," followed by recommendations and an annual work plan. These changes are intended to make the revised document easier to read, implement and monitor.

In addition, the recommendations and their timing for facility improvements are not static but can be altered periodically to reflect changes in public policy and redirection of recreation programming determined by the Mayor, City Commission, City Manager and the City-County Consolidated Parks Board.

## **CITY-COUNTY CONSOLIDATED PARKS BOARD MISSION STATEMENT**

*"The City-County Consolidated Parks Board mission is to promote investment in the development and maintenance of parks, recreation, trails and open space." In this way, the City of Helena will maintain a high quality of life and provide opportunities for an activity level for all residents.*

## **CITY OF HELENA PARKS AND RECREATION DEPARTMENT MISSION STATEMENT**

*"The City of Helena Parks and Recreation Department is committed to protecting and enhancing Helena's natural beauty through a vibrant system of parks, trails and open spaces; providing recreational and cultural opportunities, while preserving and promoting a quality living environment."*

### **Department At a Glance:**

- 42 parks with 75 irrigation systems
- 14 ball fields
- 8 basketball courts
- 3 outdoor ice-skating rinks
- 1 outdoor pool complex
- 9 public restrooms
- 20 playgrounds
- 4 tennis/pickleball complexes
- 8 miles of multi-use trails
- 1 skatepark facility
- 1 bike pump track
- 15 monuments
- 4 historic properties

### **Facilities:**

- Ice Rink Warming House
- Kindrick-Legion Baseball Field
- Last Chance Splash Swimming Pool
- Parks Maintenance Building
- 12,000 + trees

## **SCOPE OF WORK**

### **1. Project Management & Coordination**

- A. The consultant will conduct meetings and communicate with City staff on a regular basis throughout all phases of the project to review and comment upon work products, refine plan objectives, and develop recommendations.
- B. The following are suggested as the minimum requirements:
  - One (1) project orientation/kick-off meeting with City staff to review previous planning efforts, data collection, the work plan, timeline, and details of the master plan process. Developing a name other than “Parks Master Plan” will likely take place during this meeting, if not before.
  - One (1) final meeting and/or presentation with City staff to present the final draft.
  - Additional meeting requirements are detailed in sections 8 & 9 of this document.

### **2. Existing Conditions Assessment / Evaluation of Current Levels of Service (LOS)**

- A. Review existing relevant plans, policies and other documents
  - 2010 City of Helena Parks, Recreation and Open Space Plan
  - 2025 City Budget (Parks & Recreation – page 148)
  - Parks & Recreation Fee Schedule
  - Municipal Code, Chapter 12 Parks & Recreation
  - Other relevant plans, policies, and documents as needed
- B. Compile inventory and condition assessment of all existing parks property & facilities to determine opportunities for improvement. This includes the following developed parks and facilities:
  - Barney
  - Batch
  - Beattie
  - Centennial/Bausch
  - Cherry
  - Clinton
  - Constitution
  - Cruse
  - Cunningham
  - Fire Tower Historic Park
  - Heritage
  - Highway
  - Hill/Women’s
  - Janet
  - Kay McKenna
  - Kessler
  - Kindrick-Legion Field
  - Last Chance Gulch Pedestrian Mall
  - Lincoln
  - Lockey
  - Memorial
  - Northgate
  - Northwest
  - Pioneer
  - Pioneer Village
  - Pocha
  - Ramey
  - Reber
  - Reeder’s Alley/Pioneer Cabin
  - Robinson
  - Selma Heled
  - Sixth Ward
  - Skelton
  - Tracy
  - Triangle
  - Waukesha
  - Wesleyan
  - Yund
  - Trails (approximately 7 miles)

- C. Provide analysis of future development and expansion opportunities.
- D. Evaluate current park and recreation facility usage trends.
- E. Compile inventory and assessment of all current recreation programs and events, considering, at a minimum, the following:
  - Ages
  - Interests
  - Day/Time
  - Fees
  - Diversity, Inclusivity & Social Equity
- F. Review and interpret demographic trends and characteristics of the community, using information from the City's Comprehensive Parks Plan and other regional and local sources.
- G. Complete an evaluation of the City's current recreation and parks budget, staffing, and park maintenance operations.

### 3. Benchmarking and Comparison of Parks & Recreation Resources

- A. The consultant shall provide a benchmark comparison of existing parks, facilities, and programs, assessing the City of Helena's ability to provide recreation opportunities to existing and future residents of the City in comparison to the appropriate national standards (such as the National Recreation and Park Association Park Metrics) and public parks and recreation departments in communities of similar size and demographics.
- B. The consultant will provide a list of recommended communities to benchmark against, with the City's approval, prior to commencing with research.
- C. The consultant should also consider any emerging trends or best practices that may impact the City of Helena's ability to provide recreation opportunities in the future.
- D. The following are suggested as the minimum requirements, but should not be considered all inclusive:
  - Operating expense per capita
  - FTEs per 10,000 residents
  - Acres of parkland for every 1,000 residents
  - Total number of developed parks
  - Residents per developed park
  - Percentage of city land used for parks and recreation
  - Percentage of residents within a 10-minute walk to a public park
  - Miles of trails for every 2,000 residents
  - Open space acres
  - Recreation/sports programs and services
  - Number, age, and types of aquatic facilities available
  - Area of aquatic facilities per resident
  - Usage patterns
  - Overall budget and staffing levels

#### 4. Public Input, Community Engagement & Public Outreach

- A. Identify, describe, and implement a creative, comprehensive strategy and methodology for community involvement in this Master Plan development process.
- B. Work closely with the department and City communication teams to publicize and coordinate all public contact.
- C. Review existing engagement documents conducted by the park and recreation department or other departments to compile available information about community needs. Summarize and identify gaps in data.
- D. Provide well-organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open, and proactive public participation process is achieved. These methods should solicit quality input from as many people as possible, including under-resourced populations and users and non-users of the services and facilities.
- E. Act as professional facilitators to gather specific information about services, use, preferences and any agency strengths, weaknesses, opportunities, and threats.
- F. Provide written records and summaries of the results of all public process and communication strategies that can be shared with the public.
- G. Help to build consensus and agreement on the plan and if consensus is not possible, provide information for informed and equitable decision making for the Project Advisory/Steering Committee, Parks and Recreation Department, and the City Commission.
- H. The following are anticipated activities:
  - A minimum of 4 (4) one-on-one and focus group interviews with stakeholders, identified officials and community leaders.
  - Two (2) creatively facilitated public engagement opportunities to gain broad-based community input.
  - A minimum of two (2) meetings each with the City-County Consolidated Parks Board and the City Commission to provide progress reports.
  - Utilize an online digital public engagement tool ([whatsupwheatridge.com](https://whatsupwheatridge.com)) to engage residents, sharing project information and engagement opportunities.

#### 5. Complete a City-wide Parks and Recreation Interest Survey (often called “needs assessment”)

- A. Develop and administer a community-wide statistically valid community interest survey on recreation and park programs and facilities. The return rate should accurately represent a sampling of the population, including vulnerable populations, so that an analysis can be segmented by race, gender, age, and other demographic groups.
- B. Conduct analysis that considers the fair and just quantity, distribution, inclusivity, condition, cultural relevancy, accessibility, connections and proximity of developed parks, open space, nature areas, trails, recreation facilities, programs, events, and services. Evaluation criteria should be based on the expressed values of the community and focus on improved quality of life, physical and mental health, and environmental outcomes.
- C. Provide an assessment and analysis of the City of Helena’s current level of park usage, programs, services, and maintenance in relation to present and future goals, objectives, and directives.

D. Conduct additional outreach to obtain qualitative data to better understand survey data.

F. Consider the following when obtaining information:

- Determine how equitably park acreage is spread throughout the system.
- Determine if enough amenities are available to meet the needs of the community currently and in the future.
- Determine if our facilities have expansion options as the population grows.
- Identify trail and land acquisition and development needs.
- Determine needs for additional indoor recreation amenities/opportunities at the existing facilities, as well as considerations for new facilities.
- Determine the current status and needs for the outdoor aquatic facility.
- Provide a clear plan for development of programming direction based on standards and demand analysis.
- Provide recommendations for the best possible provider and potential partnerships for parks and recreation amenities and programs.
- Determine status and recommendations for parks maintenance levels.
- Provide opportunities and recommendations for improved cost recovery modeling and implementation.
- Consider emerging trends. This may include a broad range of possibilities from the incorporation of technology into park infrastructure to the development of public-private partnerships.

## 6. Implementation & Action Plan

A. Develop an action plan that includes strategies, priorities and an analysis of budget support and funding mechanisms for the short-, mid-, and long-term for the park system, green space, trails and recreation programs and services. The action plan should prioritize strategies by their level of impact on social, health and environmental outcomes.

B. Prioritize recommendations for needs regarding land acquisition or sale, and the development of parks, trails, green space, and recreation facilities. Specifically, the consultant will develop and refine a set of prioritized recommendations including a proposed timeline and costs related to each of the following:

- Acquisition of land and development of new parks and recreation facilities
- Acquisition of land for new parks, & trails
- Acquisition of land for new athletic fields and event spaces
- Renovation, improvement, or expansion of existing parks and recreation facilities
- Renovation, improvement, or expansion of the existing aquatic facility
- Best practices and innovative strategies for improvements to Helena Parks & Recreation operations and organization
- Identify funding sources and/or potential ballot initiatives that would be supported by the community for future capital needs

D. Identify areas of service shortfalls and projected impact of future trends.

F. Develop recommendations for operations, staffing, maintenance, programming, and funding needs.

G. Provide a clear plan for development of programming based on demand analysis.

## 7. Meetings & Presentations

A. The project will require both formal and informal meetings with a variety of groups, including, but not limited to:

- Project team (staff & consultant)

- Project Advisory/Steering Committee
- Stakeholder Focus Groups
- Public Workshops
- Outreach/Pop-Up Events
- Neighborhood Groups
- City-County Consolidated Parks Board
- City of Helena Commission

B. The City of Helena will provide:

- Project Manager/Consultant Liaison
- Development of the Advisory Committee (composed of key stakeholders, staff members, and other decision makers)
- Access to all available plans, data, maps, etc.
- Assistance with logistics and execution of all community meetings

## 8. Deliverables

A. Project team meeting schedules, agendas, handouts, and meeting minutes

B. Public Engagement marketing plan and materials

C. Gap Analysis Report

D. Document for distribution to the public which summarizes the planning process, data collected, the analysis of forecasted needs/interests, and implementation strategies.

E. Final Parks & Recreation Plan must include, at minimum:

- Introduction
- Executive summary
- Results of demographic profile
- A summary of existing conditions, inventories and system-wide metrics, distribution metrics, and population demographics and outcome metrics
- Analysis of current park, recreation, facility and open space offerings and their service levels
- Aquatic programs and facility study/analysis
- Athletic field study/analysis
- Neighborhood and community park analysis
- Benchmarking of other cities & comparison of parks and recreation resources
- Summary of public input process
- Interest survey analysis
- Ten (10) year implementation plan with prioritized recommendations
- Budgeting and funding recommendations and future project timelines
- Cost recovery projections/analysis
- Maintenance service level analysis
- Written goals, objectives, policy statements, a financial and action plan that articulate a clear vision and “roadmap” and model for parks and recreation in the City of Wheat Ridge.
- Charts (including process flowchart and timeline), graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.

F. The consultant will provide an opportunity for draft review by City staff and incorporate those revisions into the final document. All reports, tables, maps and findings in both printed and electronic formats suitable for review, comment and modification by City staff.

G. Final presentation of the proposed plan with the City-County Consolidated Parks Board and the Helena



City Commission for the required adoption of the Master Plan.

H. Project completion should be no more than 18 months from start date.

## **EVALUATION CRITERIA & PROCESS**

### 1. Evaluation Criteria

- A. To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and—at a minimum—contain the requested information.
- B. Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the categories are preferred, in the same order. Additional relevant information is encouraged.
- C. Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.
- D. Submit the following information in your proposal, in this order (forms are required in order to qualify):
  - 1. Proposal Details
  - 2. Proposer Information and Addendum Acknowledgement
  - 3. City of Helena Vendor Qualifications Form
  - 4. Business License
  - 5. Insurance Certificate Naming the City of Helena as Additional Insured
  - 6. Current W-9 (blank W-9 provided upon request)
- E. The Consultant shall provide digital copies of a single PDF version of the proposal. Additional explanatory and supplemental materials may be submitted under a separate cover. The proposal shall include a fee proposal submitted as a "not to exceed" lump sum financial cost for the project.
- F. Evaluation of proposals will be based on the quantitative and qualitative responses to the Proposal Requirements. The City reserves the exclusive right to select the firm(s) that it deems to be the best interest of the City to accomplish the completion of the project. The final selection will not be based solely on cost.
  - Letter of Submission (5 points)
    - Include name, address, e-mail, and telephone number of the person(s) who is representing the firm(s).
  - Qualifications (15 points)
    - Background of the firm(s) that are on the proposed project team.
  - Experience preparing Plans for public agencies, specifically those involving communities similar to the City of Helena, MT.
  - Approach (25 points)
    - A narrative that describes overall project approach.
    - Response should reference all components of the scope of work.
    - Provide a description of any value-added services.

- Project Team (10 points)
    - Identification of the personnel to be assigned to this engagement, including specific area of expertise and estimated number of hours per person.
    - Resumes for each of the identified team members (provide as an attachment).
  - Timeline (5 points)
    - Provide an estimated timeline for preparation and implementation of the Master Plan and its components.
    - Assume the project to begin on November 25, 2025.
  - Insurance (5 points)
    - A summary of liability, errors, and omission insurance coverage the firm maintains.
  - Reference Projects (10 points)
    - Provide at least three (3), but no more than five (5) reference projects.
    - Projects shall be of a similar nature.
    - Include a description of the project, including (at minimum) client, location, contact person, contact information (telephone/email address), brief summary of the project, budget, etc.
  - Fee Proposal (25 points)
    - The fee proposal shall be submitted as a “not to exceed” lump sum financial cost for the project.
    - Include a breakdown of hourly fees and expenses
- G. The City reserves the right to base its evaluation on a “Should Cost” analysis to reflect the real costs to the City arising out of, or incidental to the award. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs.

## **SELECTION PROCESS**

### **1. Selection Process**

- A. The selection committee may either recommend an award based on the proposals alone or elect to short-list firms and conduct interviews.
- B. The short-list process includes written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.
  - Short List: Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
  - Oral Interviews: It is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm’s previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.
  - Fee Proposals and Final Selection: The City will attempt to negotiate a contract with the highest ranked firm, following the interview process.

## **ADMINISTRATIVE AND OFFEROR INFORMATION**

1. Proposal Opening, Evaluation and Award
  - A. There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening and will be evaluated based on the evaluation criteria. The firm selected for the award will be chosen based on the apparent Best Value to the City and not necessarily based on lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.
2. Proposer Qualifications
  - A. No proposal shall be accepted from, and no contract will be awarded to any person, firm, or corporation that is in arrears to the City of Helena, MT., upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.
3. Right to Investigate
  - A. The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references, and interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.
4. No Commitment by the City of Helena, MT
  - A. This Request for Proposals does not commit the City of Helena, MT. to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Helena, MT. reserves the right to negotiate further with one or more of the contractors as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.
5. Proposal Representation
  - A. Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.
6. Indemnification
  - A. Contractor hereby indemnifies and agrees to hold the City and its representatives and agents harmless for and on account of any act or omission of the Contractor in the execution and completion of the project specified herein, and this indemnification shall extend to and include Bodily Injury, Property Damage or Personal Injury, including compensatory, economic, punitive or special damages suffer by any person or entity in connection with the project. Contractor agrees to defend the City hereunder and indemnify the City, to include all court costs and attorney's fees incurred in any defense required to be undertaken by the City as a result of the actions of the Contractor on the project. Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the City of any of the protections afforded the City by virtue of the provisions of the Colorado governmental Immunity Act (Colo. Rev. Stat. 24-10-101).

7. Insurance

- A. Certificates of Insurance shall be attached to the executed contract documents and shall become part of the contract as information documents only. The certificates shall provide that the insurance policy shall not be cancelled or terminated prior to completion of the work and that thirty (30) days' notice shall be given to the City prior to cancellation of policies. The Contractor shall maintain a Commercial General Liability insurance policy to protect the Contractor and the City from any and all claims of bodily injury and property damage, including death, which may arise from the Contractor's operations and completed operations under this Contract, including the work of its subcontractors. The liability policy shall be the primary and non-contributory insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its primary coverage. The insurance requirements are as follows on the next page:

**Required Documentation: Insurance Certificate Sample, Proposer Information & Addendum Acknowledgement, City of Helena Vendor Qualification Form, Sample Billing Form, Sample Agreement**

<b>Certificate Holder:</b> City of Helena 316 N. Park Avenue Helena, MT 59623	Required
City of Helena, its officers and employees must be named as an additional insured to general liability policy.	Required
All policies as required shall provide a waiver of subrogation in favor of City of Helena.	Required
<b>Workers Compensation</b> - statutory limits provided by an insurance carrier that is licensed to do business in Montana. The policy shall contain a Waiver of Subrogation on behalf of City of Helena.  Employer's liability: \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
<b>Commercial General Liability</b> \$1,000,000 each occurrence \$2,000,000 general aggregate \$1,000,000 personal injury \$2,000,000 products and completed operation aggregate  If applicable to the scope of work, the following shall be included: -No exclusion for abuse or molestation -No exclusion for assault and battery -Liquor liability	Required
<b>Commercial Automobile Liability</b> – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.  \$1,000,000 each accident	Required
<b>Professional Liability/Errors and Omissions</b> \$1,000,000 each claim \$2,000,000 aggregate	Required
The insurance requirements specified by the City shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the City during the full term of the contract and/or agreement and any extension thereof.	Required
Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Procurement has approved a deviation.	Required



## RFP-26-001-Parks & Recreation Master Plan

### PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN / SSN (Required) \_\_\_\_\_ DUNS \_\_\_\_\_  
Federal ID number

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIPCODE \_\_\_\_\_

PHONE \_\_\_\_\_ CELL \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_  
REQUIRED—MUST BE IN INK or Digital

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

#### PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

**ACKNOWLEDGE ADDENDA:** Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

#### DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

- 1) Has read the RFP documents thoroughly prior to submitting a proposal,
- 2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
- 3) Is capable of performing quality work to achieve the City objectives, and
- 4) Is submitting without collusion with any other individual or firm.

**Proposer must complete and SUBMIT this form with your proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified.**

**CITY OF HELENA, MT VENDOR  
QUALIFICATION FORM  
RFP-26-001-PARKS & RECREATION MASTER PLAN**

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Helena. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period if they are attached to this form.

1. **Name of firm:** \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

Email: \_\_\_\_\_

Type of business organization:

Sole Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_

State in which incorporated: \_\_\_\_\_ Joint Venture \_\_\_\_\_

Name, position, and address of contact person regarding the information on this form:

\_\_\_\_\_  
\_\_\_\_\_

Number of years your firm has done business under current name: \_\_\_\_\_

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

\_\_\_\_\_

2. **Attach a list of all major accounts for the past two (2) years. For each account indicate the following:**

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Account services provided

- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

3. **List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.**

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4. **Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

☐ No ☐ Yes

If yes, describe the situation:

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5. **Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

☐ No ☐ Yes

If yes, describe the situation:

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**City Staff will evaluate all qualification forms. The evaluation will include the following:**

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

***Proposer must complete and SUBMIT this form with your proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified.***





## SAMPLE BILLING FORM

**SUBMIT TO:**

CITY OF Helena  
316 N. Park Avenue  
Helena, MT 59728

Date: \_\_\_\_\_

City Project Name and Number: \_\_\_\_\_

City Contact Name or Department: \_\_\_\_\_

Period of Service: \_\_\_\_\_ through \_\_\_\_\_

Summary below (see attached reports for further details)

**BASIC SERVICE**

Task:	Fee Amount:	% Complete:	Fee Earned:	Prior Billing:
<b>TOTAL:</b>				

Fee earned: \$ \_\_\_\_\_

Less amount previously billed: \$ \_\_\_\_\_

Amount due: \$ \_\_\_\_\_

**ADDITIONAL SERVICES:**

Amount due: \$ \_\_\_\_\_

**TOTAL AMOUNT DUE:** \$ \_\_\_\_\_

Vendor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

City Department approval (signature of approver): \_\_\_\_\_

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

\_\_\_\_\_ Date: \_\_\_\_\_

### SAMPLE AGREEMENT

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submission.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **INSERT CONTRACTOR BUSINESS LEGAL NAME.**, **insert Contractor Address.** hereinafter referred to as “Service Provider,” collectively referred to as “Parties.”

### **RECITALS**

1. This is an agreement for professional, technical, architectural, engineering, land surveying, or legal services.
2. Pursuant to § 7-5-4301(2), MCA, these types of agreements are exempt from the §§ 7-5-4302 through 7-5-4304, § 7-5-4306, and §7-5-4307, MCA, including bidding requirements.

### **AGREEMENT**

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:**

Insert a brief one or two sentence description of the purpose of this contract. The idea in this section is to provide a quick snap shot overview of what this contract is for. This section is NOT for spelling out the complete scope of services for your project. Some examples: “to collect unpaid fees owing to the City by referring those fees to collection;” “to complete mill and overlay maintenance project on the following streets;” “to provide janitorial services for the City-County Building;” “To assure uniformity in ink color used by city employees by buying one type of pen for all employees.” .

2. **Effective Date and Term:** This Agreement is effective upon execution by both parties and will terminate on: **Click here to enter a date. NO contract should be for a term of longer than 5 years. If you want a contract for longer than 5 years you must have permission to do so from the Attorney’s Office first. ABSOLUTELY NO AUTOMATIC RENEWALS WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.** Any extension of the term of this Agreement must be set forth in writing and signed by both parties.

3. **Scope of Services:** Service Provider will perform the work and provide the services in accordance with the specifications and requirements as follows:

DETAILED scope of work goes here. Description of services and or goods to be provided by the Contractor must be sufficient detail to allow any reader of the Contract to determine whether the Contractor has done what is called for in the Contract. Specify the dates and location of performance if appropriate, or the final date by which the Contractor must complete work. Additional specifications may be included as attachments but they MUST be referenced here.

Any alteration or deviation from the above described work that involves extra costs will be permitted only upon written request by the City to Service Provider and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

4. **Payment (check one):**

☐ City agrees to pay Service Provider insert \$ amount in WORD. Dollars (insert \$ amount in NUMBERS) for performance of this Agreement. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Service Provider and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

☐ City agrees to pay the Service Provider according to the following fee schedule with the total amount due under this Agreement not to exceed insert \$ amount in WORDS. Dollars (insert \$ amount in NUMBERS):

5. **Receipt of Payment (check one)**

To receive payment, Service Provider must submit a record of expenditures incurred for the performance and completion of this Agreement in the form acceptable to the City. The City may request supporting documentation to verify any expenditure prior to making payment. For any services delivered under this Agreement, the City may request inspection to assure said services meet City specifications prior to tendering payment.

☐ **30 Days After Receipt of Invoice, Verification, and Inspection:** The City has thirty (30) days to make payment after the later of the date of delivery of services, the City's receipt of a properly executed invoice, or the successful passage of a City-requested inspection.

☐ **Payment will be according to following schedule:**

6. **Professional Services:** Service Provider agrees that the services provided will conform to the Agreement requirements, including all descriptions, specifications, and attachments made part of this Agreement. Service Provider agrees that all services will be performed in a good workman-like, professional manner, and according to all applicable industry standards. City's acceptance of any non-conforming services does not relieve the Service Provider from its obligation under this paragraph and does not waive any remedy available to the City. In addition to the remedies available to the City under this Agreement, at law or in equity, the City may require prompt correction, at Service Provider's expense, of any services failing to meet the standard of care contained in this paragraph.
7. **Independent Contractor Status:** The parties agree that Service Provider is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Service Provider is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Service Provider is not authorized to represent the City or otherwise bind the City in any dealings between Service Provider and any third parties.

Service Provider must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent Service Provider's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, Service Provider must send a proof of renewal to the City.

8. **Hold Harmless and Indemnification:** To the fullest extent permitted by law, Service Provider agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Service Provider or Service Provider's agents or employees.
9. **Liquidated Damages:** Service Provider is not liable for any liquidated damages.
10. **Insurance:** Service Provider will provide City with proof of Service Provider's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence and \$2.0 million aggregate per year for bodily injury, personal injury, and property damage. The Service Provider must also provide proof of professional liability insurance in an amount no less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

The insurance must be in a form suitable to City and must name the City as an additional insured as to commercial general liability. Service Provider must immediately notify the

City of any changes to the Service Provider's insurance policy during the term of this Agreement.

The Service Provider's insurance coverage shall be primary insurance with respect to City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the Service Provider's insurance and shall not contribute with it.

11. **No Assignment, Transfer, Delegation, or Subcontracting:** Service Provider may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
12. **Compliance with Laws:** Service Provider agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated. Service Provider agrees to purchase a City business license if Service Provider does not currently have one.
13. **Nondiscrimination:** Service Provider agrees that Service Provider will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Service Provider agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
14. **Website Privacy Policy:** Service Provider agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
15. **Records Access and Retention:** Service Provider agrees to create and retain records supporting the services rendered in connection with this Agreement. Service Provider agrees, to the extent permitted by law, to provide the City, or the City's authorized agent, access to any such records at the City's request. The City may terminate this Agreement without incurring liability if the Service Provider refuses to allow access to records as provided in this section. Service Provider agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.

16. **Ownership and Publication of Materials:** If any reports, information, data, or other materials are prepared by the Service Provider pursuant to this Agreement these reports, information, data, or other materials become the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use of these materials by the City without written verification or adaptation by the Service Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Service Provider. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.
17. **Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice shall be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The City's liaison for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)  
Address: [Insert Mailing Address.](#)  
Phone: [Insert Phone number.](#)  
E-Mail: [Insert City Contact email.](#)

The Service Provider's liaison for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)  
Address: [insert Contractor Address.](#)  
Phone: [Insert Phone number.](#)  
E-Mail: [Insert Email Address.](#)

If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

18. **Default:** If either party to this Agreement defaults in the performance of any term or condition of this Agreement, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than thirty (30) days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this Agreement without further obligation under this Agreement, other than obligations incurred or accrued up to the date of termination. The non-defaulting party may also bring suit for damages, specific performance, and any other remedy available by law.
19. **Termination for City's Convenience:** City may terminate this Agreement at any time by giving Service Provider thirty (30) days' written notice if, in the sole opinion and discretion of the City, this Agreement is no longer in the best interest of the City or if funding for this

Agreement becomes unavailable. Except for the prorated amount owing to the Service Provider for the services already provided as of the date of termination, City is not liable to Service Provider for any damages arising from termination of this Agreement pursuant to this section.

20. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the “Notice Protocol” section of this Agreement.
21. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
22. **Failure to Enforce Not a Waiver:** City’s failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
23. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

[List any Exhibits attached here or write “None.”](#)

24. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
25. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
26. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
27. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates

stated below.

**FOR THE CITY OF HELENA MONTANA**

**Signed:** \_\_\_\_\_  
**By:** Tim Burton, City Manager

**Dated:** \_\_\_\_\_

**FOR THE SERVICE PROVIDER**

**Signed:** \_\_\_\_\_  
**By:** Insert Name., Insert Title.

**Dated:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**Signed:** \_\_\_\_\_  
**By:** Rebecca Dockter, City Attorney

**Dated:** \_\_\_\_\_