



REQUEST FOR PROPOSAL – RFP NO. 20-1970-2
ARTS, CULTURE, AND HISTORIC PRESERVATION MASTER PLAN

RFP Title:	Arts, Culture, and Historic Preservation Master Plan
Purpose:	The purpose of this solicitation is to procure qualified Consultants or groups with direct experience in innovative cultural planning to conduct a citywide, comprehensive arts, culture, and historic preservation planning process culminating in a Master Plan for Arts, Culture, and Historic Preservation in Sandpoint, Idaho.
Project Budget	\$30,000 budgeted
Submission Deadline:	2:00:00 p.m. Pacific Daylight Time, Friday, March 13, 2020
Questions Deadline:	2:00:00 p.m. Pacific Daylight Time, Friday, March 06, 2019
Submissions:	Mail/deliver four (4) <i>hard copies</i> and (1) <i>thumb-drive, pdf copy</i> to: City of Sandpoint, City Clerk 1123 Lake St. Sandpoint, ID 83864
Written Inquiries:	Cheryl Hughes Contract/Procurement Officer chughes@sandpointidaho.gov
RFP Contents:	<ul style="list-style-type: none"> A. Instructions B. Introduction C. Arts, Culture, and Historic Preservation Background D. Objectives E. Scope of Services F. Required Proposal Format and Content G. Submission and Inquiries H. Review and Evaluation I. Project Schedule J. Protest to City

	K. Reference Responder Certification Sample Agreement
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A. INSTRUCTIONS

The City of Sandpoint will receive proposals for:

RFP NO. 20-1970-2 – ARTS, CULTURE, AND HISTORIC PRESERVATION MASTER PLAN

IT IS UNDERSTOOD that the City of Sandpoint reserves the right to reject any or all proposals for any or all products and/or services covered in this solicitation and to waive informalities of defects in such proposals.

Proposals must be submitted as required in Section G, as well as filling out, signing, and returning “Responder Certification” page within this packet. Proposal and Responder Certification to be **signed by a person having the authority to bind the firm in a contract**. Completed proposals and Responder Certification page to be submitted as follows:

U.S. Mail or by other delivery method, four (4) sets and one (1) thumb drive, pdf copy, of proposal to:

City of Sandpoint
 Attn: City Clerk
 1123 Lake Street
 Sandpoint, Idaho 83864

Proposals must be received not later than 2:00:00 PM PST, Friday, March 13, 2020.

Please note that emailed proposals will *not* be accepted.

GENERAL INSTRUCTIONS: Responders to this solicitation should carefully examine all terms, conditions, specifications and related documents. Should a responder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sandpoint’s interpretation shall govern.

FUNDING: Funds for payment have been provided through the City of Sandpoint budget approved by the City Council for Fiscal Year 2020 (October 01, 2019 – September 30, 2020).

LATE PROPOSALS: Proposals received after submission deadline will not be considered and will be rejected. City of Sandpoint is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Central Services Division’s office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn prior to the RFP deadline. Notice to withdraw the proposal must be in writing and, if received after the RFP deadline, shall not be considered.

CONTRACT AWARD: If a contract is awarded, it will be awarded to the proposal providing services at the best value to the City. The City has the right to award a contract upon the conditions, terms and specifications contained in submitted proposals to the City for a period of up to ninety (90) days following the date specified for RFP deadline. In awarding a contract, the City may waive minor technicalities and informalities in the solicitation process and proposals received if they are not material to or alter any of the conditions, terms or specifications contained in the Request for Proposal or a qualifying proposal.

REJECTION OF PROPOSALS: The City may choose to reject all proposals and not award a contract. If the City does not award a contract within ninety (90) days following the RFP closing date, all proposals will be deemed rejected.

PURCHASE ORDER: City of Sandpoint shall generate a purchase order to the successful responder. The purchase order and contract number must appear on all invoices, packing lists, and any and all related correspondence. City of Sandpoint will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

Proposals **MUST COMPLY** with all federal, state, county, and local laws concerning this type of good or service.

DOCUMENTATION: Responder shall provide with this proposal, all documentation required by this RFP. Failure to provide this information may result in rejection of submitted proposal.

PUBLIC RECORDS: All proposals submitted in response to this RFP become the property of the City of Sandpoint. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal proprietary will be neither accepted nor honored.

RELEASE OF PUBLIC INFORMATION: Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award, or data provided by the City of Sandpoint must receive prior written approval from the City before disclosing such information to the public.

ETHICS: The responder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official, vendor, or agent of City of Sandpoint. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between responders or any other party with a relevant connection to the City of Sandpoint.

B. INTRODUCTION

The City of Sandpoint is currently soliciting written proposals from qualified consultants with experience in conducting citywide cultural arts assessments and capable of developing a Master Plan for Arts, Culture, and Historic Preservation to support the goals and mission of the City. The City desires to obtain a consultant who will assess and analyze the current environment, needs and interests of the entire community as it relates to arts, culture, and historic preservation, as well as future possibilities and opportunities.

Sandpoint is the largest city in, and the county seat of Bonner County, Idaho. Its population was estimated at 8,703 in 2018. Sandpoint lies on the shores of Idaho's largest lake, 43-mile-long Lake Pend Oreille, and is surrounded by three major mountain ranges, the Selkirk, Cabinet, and Bitterroot ranges. It is home to Schweitzer Mountain Resort, Idaho's largest ski resort, and is on the International Selkirk Loop and two National Scenic Byways (Wild Horse Trail and Pend Oreille Scenic Byway). Among other distinctions awarded by national media in the past decade, in 2011 Sandpoint was named the nation's "Most Beautiful Small Town" by Rand McNally and USA Today.

Sandpoint's major economic contributors include forest products, light manufacturing, tourism, recreation, and government services. As the largest service center in the two northern Idaho counties, as well as northwestern Montana, it has an active retail sector. It is the home of the headquarters of utility aircraft maker, Quest Aircraft, and salad dressing manufacturer, Litehouse Foods.

Sandpoint has a rich history that prompts the incorporation of historic preservation within the Master Plan for Arts, Culture, and Historic Preservation. Before Sandpoint officially became a village in 1901 and a City in 1907, it was part of the home of the Kalispel Tribe of Native Americans. Sandpoint features a number of remnants and legacies from the logging and natural resource economy of the 19th and 20th centuries. Many downtown buildings, homes, and residential neighborhoods built during Sandpoint's early days still exist and a few are included on the National Register of Historic Places including a recently expanded downtown district. Additionally, there are sites important to the history of Sandpoint such as the Humbird Mill site east of Sand Creek, the Dry Press Brick Company site on West Pine Street, the old Farmin School site at Second and Main Streets, and Lakeview Cemetery on South Division Street. The older established neighborhoods of Sandpoint have a distinctive charm that endears them to residents and visitors alike. Many Sandpoint residents wish to preserve the character and respect the history of the city as seen in the old neighborhoods. As a result, this plan must identify strategies to highlight, maintain, preserve and revitalize the city's historic gems.

C. ARTS, CULTURE, AND HISTORIC PRESERVATION BACKGROUND

Public visual and performing arts are within the public realm such as on publicly owned buildings, within the public right of way, and freely accessible for the community to enjoy. Public Art may have a utilitarian or aesthetic function and can be crafted from a variety of media.

Public art has the power to be a change agent for a community—culturally, socially, and economically. It can humanize the built environment, energizing public spaces and enhancing a sense of identity for the community. Public art may also serve to educate or remind a community of its heritage. Public art helps define a space, create a sense of arrival, or transform an area into a landmark destination. Strategically placed works of public art can set a community apart and accent the unique and special qualities of Sandpoint. This, in turn, may catalyze community generation or regeneration. By enhancing a sense of place, public art may also stimulate investment; attracting visitors and job creators to the area.

The City of Sandpoint places a high value on attracting, encouraging, and developing arts and culture. Culture, as defined by Portland, Oregon local artist, Tad Savinar, is, “a facility, program or business, at whose core is animating the culture and serving the arts, design, tourism, festivals, open space and civic-based events” (City of Portland, Oregon, 2011). Sandpoint aspires to be one of the nation’s best small art towns by encouraging local artists, preserving cultural heritage, nurturing creativity, inspiring original expression, and cultivating art appreciation.

The Sandpoint Arts Commission was established to act in an advisory capacity to the Mayor and City Council to create and maintain an atmosphere conducive to the fullest expression of all art forms in order to enrich the lives of all Sandpoint citizens and visitors through public art. The Commission works collaboratively to enhance the public space of the City of Sandpoint with high quality works of art and promotes the City as a center for artistic and cultural excellence.

Founded in 2005 by the City Council, the Sandpoint Urban Renewal Agency (SURA) is the primary source of funding for public art in Sandpoint.

Historic Preservation is also critical to the success of Sandpoint. The desire to preserve, protect, and enhance the City’s historic assets can be found throughout the City’s current Comprehensive Plan, which is currently in the process of being updated. The current Comprehensive Plan calls for:

- Retaining Sandpoint’s position and image as an historic town.
- Creating street environments appropriate for historic single-family neighborhoods.
- Ensuring new neighborhoods provide the same charm and comfort of Sandpoint’s historic neighborhoods.
- Encouraging preservation of historic buildings.
- Preserving, identifying, protecting, and enhancing areas of special interest, historic value, and scenic beauty in Sandpoint.

The Sandpoint Historic Preservation Commission is a group of devoted local citizens concerned for improving and protecting the City's unique historic and cultural resources. The Commission helps

facilitate the identification, evaluation, preservation, restoration, protection, and enhancement of historical, cultural, and archaeological interests. It is the Historic Preservation Commission's hope to encourage and engage the preservation of historic architecturally significant properties, promote their potential, practical, and useful opportunities and to establish compatible development within areas of historic properties, neighborhoods, and districts.

Over the past 10 years the Commission has worked with the State Historic Preservation Office to conduct reconnaissance surveys in order to identify historic properties. These surveys led to the expansion of the downtown National Register Historic District. The Commission also raised funds to create walking tour booklets in order to share the joy of history and educate the public about the importance of historic preservation. Due to increased interest in historic preservation, the City is exploring various methods in order to preserve and protect its historic assets. Some of the areas of focus include:

- Historic buildings almost always being near existing public infrastructure. This can help save a significant amount of money on hooking up to water/sewer, constructing sidewalks/curb/gutter, streets, lights, etc. While rehabilitating an old building can seem daunting, constructing a new building can be even more so.
- Cities rely on financial resources to grow smart. Vacant, unused, and underused historic buildings brought back to life are also brought back as tax-generating assets for a community.
- Historic neighborhoods were typically constructed and used in such a way that supports good community planning. They were walkable, shared uses, built in tight grids that focused on connectivity; all things now seen as desirable to move towards in City Planning.
- Because historic business districts have such a diverse mix of buildings, these help greatly in supporting the realities of a business district with different businesses of various sizes needing a range of rental rates. This is in sharp contrast to the typical business park or regional shopping center. Solid waste landfill is expensive in both dollars and environmental quality: 60-65% of most landfill sites are made up of construction debris, much of which comes from razing existing structures.
- The restoration of a historic downtown area often means a new strip mall does not need to be installed elsewhere or the transformation of a historic warehouse into residential units reduces demand to annex and extend services.
- Permitting can also be less cumbersome and expedited for preservation projects. The level of permitting and neighborhood resistance for certain uses can be extremely costly and time consuming.

D. OBJECTIVES

Through community visioning and an inclusive planning process, including community and regional planners, city officials, arts and cultural commissions and councils, and citizens, the City of Sandpoint will develop a Master Plan for Arts, Culture, and Historic Preservation as a strategy to support community economic development, tourism, quality of life goals, growing the creative economy, and celebrating the role that arts, culture, and history plays in community vitality.

As stewards of public investment in the arts, we seek a shared vision in growing capacity for creativity; building a more vibrant community and bridging differences among people to secure an open, civil society. Public investment also ensures a diverse community with access to participating and benefiting from the arts, culture, and historic preservation.

Arts, culture, and the City's unique historic and cultural resources will be experienced by both local residents and visitors as a region ripe with year-round arts experiences. We believe cultural opportunities should be abundant, available, and accessible to all people in our regional community, regardless of age, religion, political, sexual orientation, or identity and that art should play an important role in community, educational, and economic life throughout our region. Historic preservation efforts seek to preserve the historic architecturally significant properties and promote them as part of Sandpoint's rich history. They also seek to acknowledge and celebrate our diverse heritage.

The Master Plan will develop recommendations for action that can be taken at the regional, local, and agency levels to enrich cultural life, improve access to programming, and increase educational opportunities. The arts support community health and create social impact across a wide range of areas. The Master Plan should focus on each of these areas in a holistic approach to maximize social impact:

- (a) Economy: economic development and workforce development;
- (b) Environment: environment and sustainability;
- (c) Faith: religion and spiritual well-being;
- (d) Health and Wellness: health and wellness, aging, incarceration and rehabilitation, public welfare, livability;
- (e) Culture and Heritage: art, history tradition and heritage, diversity, access, equity, and inclusion;
- (f) Diplomacy: military, tourism, sister city relationships, student/cultural exchanges;
- (g) Infrastructure: agriculture and food, housing, transportation and infrastructure, planning, community development;
- (h) Innovation: technology and innovation;
- (i) Education: education and youth development, lifelong learning; and

- (j) Social Justice: civic dialogue, community cohesion, political activation, immigration

The following objectives for asset mapping, data collection, and implementation are prioritized for the Arts, Culture, and Historic preservation master Plan:

- (a) Identify businesses, individuals, and non-profit and academic organizations contributing to the creative economy;
- (b) Collect data showing the role creative industries, public art, and arts education play in engaging citizens and sustaining community vitality;
- (c) Identify existing and potential collaborations and partnerships to share resources and ideas;
- (d) Engage citizens in creating a plan unique to the community and region;
- (e) Identify organizational capacity beyond the City to implement preservation activities;
- (f) Establish values-based goals and priorities to guide policy makers, commissions, staff, and volunteers as the plan is implemented;
- (g) Promote preservation as a tool for revitalizing Sandpoint's unique neighborhoods and historic commercial areas;
- (h) Engage the community in arts, culture, and historic preservation efforts;
- (i) Enhance local tourism and cultural activities;
- (j) Identify and recommend methods and tools to help preserve and protect the City's historic assets;
- (k) Provide appropriate guidance to elected and appointed officials when making development decisions that could affect the character of the community;
- (l) Strengthen the City's existing historic preservation program;
- (m) Identify opportunities to integrate and celebrate tribal history within public art and spaces; and
- (n) Identify opportunities to integrate geological and environmental history as important elements of the Master Plan.

E. SCOPE OF SERVICES:

The following scope of services represents the baseline expectations the City has for a consultant. However, suggestions of alternate processes or structures of equal or better benefit will be considered. The precise final scope of services will be negotiated with the selected consultant.

1. PROJECT MANAGEMENT

- a. Develop a comprehensive project plan including goals and a clear methodology accompanied by a timeline indicating delivery of progress

reports, presentations to key stakeholders, the community, and release of the final Master Plan;

- b. Facilitate and manage activities and communications relating to City staff, the Arts Commission, and the Historic Preservation Commissions including meeting schedules, agendas, and material preparation for planning purposes as well as progress reports;
- c. Develop and implement a communications strategy to reach and engage relevant stakeholders; and
- d. In collaboration with City staff, design collateral materials including, but not limited to, social media, newsletters and press releases, web content, and the final Master Plan and accompanying materials.

- (1) Utilize available resources and organizations focusing on art, culture, and historic preservation master planning (i.e.; American for the Arts, American Planning Association, etc.)

2. PUBLIC ENGAGEMENT AND DIALOGUE

- a. Identify, describe, and implement a comprehensive strategy and methodology for stakeholder involvement in the arts, culture, and historic preservation planning process including workshops, surveys, and interviews. Provide well-organized and directed activities, techniques, and formats to ensure a positive and inclusive public participation process is achieved. The strategy should also include a communications plan for keeping the public up-to-date on planning progress using the City's website and social media platforms.
- b. Organize and support workshop participants in their efforts to identify areas for future growth and expansion along with creative solutions and strategies to address community needs and interests.
 - (1) Include focus groups especially with members, organizations, and businesses in arts, culture, and historical preservation
- c. Collaborate with the City for a public "launch" of the planning process.
- d. Identify technical solutions such as an "app" for the Historical Preservation Self-Guided Tour to include historic buildings, art installations, and significant historical sites, including those of first peoples. Include funding methods (grants/advertisements of local businesses along the route / etc.)

3. EVALUATION AND ASSESSMENT

- a. Meet one-on-one to assess and evaluate current public and private facilities and providers of arts and cultural activities including a Needs Assessment. Identify overlap, gaps, inclusion and accessibility, and areas for future growth.
- b. Gather data/inventory on current arts, culture, and historical sites
- c. Perform a Needs Assessment for the community-at-large regarding

services, programming, activities, and facilities and identify a vision for arts, culture, and historic preservation in Sandpoint.

- (1) Identify a Vision for Arts, Culture, and Historic Preservation in Sandpoint.
 - (2) Provide a written Community Needs Assessment including a set of coordinated actions within a defined time-frame (short term, mid-term, and long term); identify leadership or collaborations to implement; an assessment of resource requirements including types of investments, possible cost ranges, potential funding sources, and goals accompanied by measurable objectives and metrics for tracking.
- d. Summarize the above efforts and facilitate the presentation of results to the City Council, Sandpoint Arts Commission, and Sandpoint Historic Preservation Commission and incorporate information and feedback into a written draft of the plan, accurately reflecting the planning process.

4. HISTORIC PRESERVATION

- a. In addition to incorporation of historic preservation as a component of the Master Plan for Art and Culture, the following additional items shall be included in the Plan:
- (1) *Summary of Historic Preservation in Sandpoint*: discusses the role of the Historic Preservation Commission; summarizes and quantifies the City's historic preservation efforts to date, including but not limited to local historic districts, easements, pertinent tribal resources, and National Register properties; describes the historic resources the City has lost, historic resources the City still has, and historic resources at risk; describes how the City can better protect its historic resources. Include tribal heritage and resources within review.
 - (2) *Inventory*: describes what an inventory is; describes which properties currently have inventory forms, which inventory forms need to be updated, and which properties need to be documented on inventory forms; recommends a realistic and efficient strategy for developing a broad understanding of the City's historic resources by neighborhood.
 - (3) *National Register*: describes the National Register of Historic Places; includes what is currently listed on the National Register of Historic Places and what may be eligible for listing; explains investment tax credits and applicable grant programs.
 - (4) *Municipal Regulations*: reviews the existing municipal

regulations that impact historic preservation including but not limited to zoning, local historic districts, demolition delay, minimum maintenance regulations, subdivision regulations, signage regulations, and site plan review; recommends changes to existing regulations or additional bylaws that could help to protect historic resources.

- (5) *Municipal Policy, Management, and Capital Improvements*: includes a list of all historic municipally owned properties such as school buildings, libraries, or parks; assesses their historic significance and architectural quality; describes current management practices and whether changes should be made to better protect these resources; investigates future capital improvement projects such as transportation projects, new municipal buildings, and sewer line extensions for their impact on historic resources.
- (6) *Ecological Recycling*: Identify policy and procedure to encourage recycling of historic building materials.
- (7) *Action Plan*: outlines a realistic year-by-year schedule for implementing all of the above recommendations, including the name of the organization or board responsible for implementation; could include ongoing and long-term goals.

5. DEVELOPMENT AND DISSEMINATION OF THE SANDPOINT MASTER PLAN FOR ARTS, CULTURE, AND HISTORIC PRESERVATION

- a. Developing a Master Plan for Arts, Culture, and Historic Preservation that includes an Executive Summary, a summary of the results of the needs assessment, written goals, plans, and objectives articulating a clear vision and implementation plan for the City of Sandpoint, including, but not limited to, the following key elements:
 - (1) Within the context of the community's existing cultural identity, define a vision for Sandpoint's arts and culture including defined roles for the City and other service providers.
 - (2) Identification of potential partnerships and collaborations to achieve plan objectives.
 - (3) Identification of ways to maximize current City facility use and recommend a plan for future facility and infrastructure requirements to complete the Master Plan.
 - (4) Identification of potential cross-departmental, inter-municipal, and regional public and private partnerships to enhance the

- delivery of arts, culture, and historic preservation.
- (5) Recommendations for the allocation of municipal resources towards arts, culture, and historic preservation programs and services based on any current or future “gaps” in the provision of these services with consideration of what is offered by other providers.
 - (6) Include maintenance plan for public art and historical sites
 - (7) Recommendations for time-based art, temporary art, cultural events, or any other arts and culture-related activities to support and enhance the community
- b. In conjunction with the Plan, provide a clear implementation strategy, providing short term (6 months to two years), midterm (two to five years), and long term (five to ten years) goals along with potential costs and recommended funding strategies that address capital investment and reinvestment. Consultant should also define both quantitative and qualitative measurements of success in achieving stated goals. This should include direct standards of comparisons against other comparable communities in the region, state, and nationally.
 - c. Provide presentation of a draft plan to City Administrator and staff as well as the City Council, Sandpoint Arts Commission, and the Historic Preservation Commission. Incorporate feedback and suggestions from these initial presentations into the final plan.
 - d. A final presentation to the key findings of the Master Plan.
 - e. Present the final Master Plan at a public meeting.

F. REQUIRED PROPOSAL FORMAT AND CONTENT

The proposal shall contain all sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. Proposals are limited to 24 single-sided (8-1/2" x 11") pages, no less than 11-point font, not including a cover page. Submittals which do not address the items in this section may be considered incomplete and may be deemed non-responsive by the Review Committee.

1. **LETTER OF INTEREST:** Provide a letter of interest signed by an authorized Consultant representative. Provide the names, offices, email addresses and phone numbers for all key Consultant staff proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).
2. **CONSULTANT/STAFF QUALIFICATIONS:** The Proposal shall include a company profile outlining the company’s history and philosophy. This section will also provide a brief biography of key individuals proposed to be assigned to the project with an emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual’s proposed

- position/responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, and experience on related and/or similar projects. At least three (3) client references, including name, description of past working relationship, and current contact information, shall be listed for each key individual proposed. Any applicable professional licenses or certifications shall be designated for each individual. All known sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects, to include at least three (3) positive client references for each key individual, will constitute a passing score for this section (5-pages maximum).
3. MANAGEMENT APPROACH: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed. (4-pages maximum).
 4. RELATED PROJECT EXPERIENCE: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last five (5) years and shall include: project name, project time frame, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement (5-pages maximum per project / 6-pages maximum total).
 5. DETAILED DRAFT SCOPE OF SERVICES: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (6 pages maximum):
 - a. description of the Consultant's understanding and vision of the Project;
 - b. detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section D of the RFP;
 - c. list any additional documents or resources necessary to complete the Work;
 - d. describe your competitive advantage; value added services and benefits that would be provided to the City. This could include any innovative approaches previously utilized to assist communities develop their similar Master plans, and any unique challenges and how you overcame them;
 - e. any optional, recommended services otherwise excluded from the Consultant's proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives;
 - f. Provide a written summary identifying the types of information, data, and assistance expected from the City and how you will meet the administrative support needs of the project. Consultant should include budget to retain administrative support;

- g. Deliverables – include what will be delivered, including the expected outcome and expected benefit to the City of Sandpoint.
6. PROJECT SCHEDULE: The Consultant shall provide a project schedule, directly associated with the Consultant’s proposed Scope of Services (2-pages maximum).
7. PRICE PROPOSAL: Provide a Total Not to Exceed, Price Proposal. Include a detailed cost breakdown of estimated personnel, hours, and fully-loaded rate, exclusions, and should include all labor costs, expenses, overhead, and profit. The Price Proposal will serve as the basis for scoring. The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15

Lowest Price will receive a score of 15

Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000

(\$20,000/\$25,000) x 15 = Score of 12 points

G. SUBMISSION AND INQUIRIES

Sandpoint encourages disadvantaged, minority, and women-owned Consultants to respond. The City, in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d to 2000d-4) and associated regulations as well as Sandpoint City Code, hereby notifies all responders that it will ensure that all businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression in consideration for an award.

The City reserves the right to waive any minor non-compliances or irregularities contained in the Proposals, at its sole discretion. The City may reject any and all Proposals.

Mail or deliver, in a sealed envelope with the RFP title clearly marked on the outside of the envelope, four (4) hard copies and one (1) thumb-drive, pdf copy of your Proposal to:

City of Sandpoint, City Clerk
1123 Lake Street
Sandpoint, Idaho 83864

Proposals will be received until **2:00:00 p.m. Pacific Daylight Time, Friday, March 13, 2020.**

Any questions regarding this project shall only be directed, in writing, to:

Cheryl Hughes
Contract/Procurement Officer
chughes@sandpointidaho.gov

All Questions and City Answers and any addenda will be posted on the City's website at www.sandpointidaho.gov. All questions must be received, in writing, by 2:00:00 PM PST, March 06 2020.

H. REVIEW AND EVALUATION

Responses to this RFP will be evaluated and ranked by a Review Committee, including representatives from the City of Sandpoint as well as the Sandpoint Arts Commission and Historic Preservation Commission. Selection will be based on the RFP and the following point criteria (100 points total / 120 total if oral Interviews are conducted):

- | | | |
|----|----------------------------------|-------------|
| 1. | LETTER OF INTEREST | (PASS/FAIL) |
| 2. | CONSULTANT/STAFF QUALIFICATIONS | (PASS/FAIL) |
| 3. | MANAGEMENT APPROACH | (10 points) |
| 4. | RELATED PROJECT EXPERIENCE | (25 points) |
| 5. | DETAILED DRAFT SCOPE OF SERVICES | (30 points) |
| 6. | SCHEDULE | (20 points) |
| 7. | PRICE PROPOSAL | (15 points) |

Sections 1 and 2 of the Proposal will be evaluated on pass/fail criteria. Failure to achieve a pass rating on the components of these sections may result in the Proposal being declared non-responsive and the Proposer being disqualified. All other sections of the Proposal will be evaluated and scored on a qualitative basis. Final selection may be made after oral interviews/presentations of the top two or three applicants at the discretion of the Review Committee and/or the City. If applicable, the oral interviews/presentations will be scheduled within two weeks after the proposal due date and will be factored into the final scoring with a total of 20 possible points.

I. PROJECT SCHEDULE

Listed below is the tentative schedule and subject to modification:

Event	Date
Proposal Submission Deadline	March 13, 2020
Proposal Submission Evaluations by Review Committee	March 2020
Interviews (if applicable)	March 2020
Notice of Intent to Award	March 2020
City Council Award of Agreement	March 2020
Target Completion date for finalized Master Plan	September 2020

J. PROTEST TO CITY

- Prior to a submission of a protest relating to or arising from the solicitation for RFP, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.
- Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.
- Protests shall include the following information:
 1. Name, address and fax and telephone numbers of the protester;
 2. Solicitation or contract number;
 3. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 4. Copies of relevant documents;
 5. Request for a ruling by the City;
 6. Statement as to the form of relief requested;
 7. All information establishing that the protester is an interested party for the purpose of filing a protest; and
 8. All information establishing the timeliness of the protest.
- Protests based on alleged apparent improprieties in the RFP Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.
- Action upon receipt of protest:
 1. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.
 2. If award is withheld pending City resolution of the protest, the City will inform the proposers whose proposals might become eligible for award of the contract. If appropriate, the proposers will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.

3. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Owner.
4. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.
5. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
6. City protest decisions shall be well-reasoned, and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

K. REFERENCE

City of Portland, Oregon. (2011, July 12). *Portland Plan Arts and Culture*. Retrieved from City of Portland Oregon:
<https://www.portlandonline.com/PORTLANDPLAN/INDEX.CFM?A=373231&C=51427>. Retrieved on January 13, 2020.

RESPONDER CERTIFICATION

Responder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the proposal submitted.

Responder guarantees product offered will meet or exceed specifications identified in this Request for Proposal.

Responder Must Fill in, sign, and return with Proposal:

NAME OF CONSULTANT FIRM: _____

CONSULTANT REPRESENTATIVE NAME: _____

CONSULTANT REPRESENTATIVE TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Please acknowledge all Addenda to the RFP by entering each Addenda number below (if applicable):

ADDENDA NO. _____

SAMPLE AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of XX/XX/XX20 (“Effective Date”) between City of Sandpoint (“Owner”) and XXXXXXX (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Arts, Culture, and Historic Preservation Master Plan (“Project”).

Consultant’s services under this Agreement are generally identified as follows: Prepare an Arts, Culture, and Historic Preservation Master Plan (“Services”).

Other terms used in this Agreement are defined in Article 7.

Owner and Consultant further agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

- A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Consultant as set forth in Article 4 and Appendix 1.
- B. Owner shall furnish to Consultant any existing and available studies, reports, and other information pertinent to the Consultant’s performance of the Services.
- C. Owner shall advise Consultant of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Services.
- D. Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
- E. Owner shall inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to any Site under study.
- F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- G. Recognizing and acknowledging that Consultant's services and expertise do not include the following services, Owner shall provide, as required for Consultant performance of its Services:
 - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Consultant reasonably requests.
- H. Owner shall give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Consultant's services;
 - 2. the presence of any Constituent of Concern at any Site; or
 - 3. any relevant, material defect or nonconformance in Consultant's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Exhibit B, Fee Schedule. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*

- A. Using the procedures set forth in this Article, Owner shall pay Consultant for Basic Services as follows:
1. An amount equal to the cumulative hours charged to the Basic Services by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B, Fee Schedule) and Consultant's sub-consultant charges, if any.
 2. Consultant's standard hourly rates and reimbursable expenses schedule are set forth in Exhibit B, Fee Schedule.
 3. The total compensation for Basic Services and reimbursable expenses shall not exceed \$XX,XXX for this Project.
- B. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged to providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B, Fee Schedule) and Consultant's sub-consultant charges, if any.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.03 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Consultant may retain such Consultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 5.01.A, Consultant and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Owner agrees not to make resolution of any dispute with the Consultant or payment

of any amount due to the Consultant in any way contingent upon the Consultant signing any such document.

- F. Consultant shall not have any professional engineering, architectural, landscape architecture, construction management, professional land surveying, or public works construction duties under this Agreement.
- G. Consultant is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Consultant's services do not include providing legal advice or representation.
- I. Consultant's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

5.04 *Use of Documents*

- A. All Documents are instruments of service, and Owner shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

5.05 *Electronic Transmittals*

- A. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.06 *Insurance*

- A. Consultant will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.
 1. Worker's Compensation: Statutory limits in accordance with the State of Idaho
 2. Automobile Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
 3. Professional Liability: Errors and Omissions: \$500,000

4. Comprehensive Commercial General Liability: \$1,000,000 per occurrence/
\$2,000,000 aggregate

5.07 Termination

- A. *Termination*: The obligation to provide further services under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Consultant:
 - 1) upon fourteen days' written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon fourteen days' written notice if the Consultant's services are delayed for more than 90 days for reasons beyond Consultant's control.
 - c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.
 2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.05.A.1.a or 5.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- B. *Termination for Convenience/Non-Appropriation*: Owner may terminate the Agreement for Owner's convenience effective upon the Consultant's receipt of written notice from Owner. Owner may terminate the Agreement in the event of loss of program funding.
- C. Owner may terminate the Agreement for Owner's convenience effective upon the Consultant's receipt of written notice from Owner.
- D. The terminating party under Paragraphs 5.05.A or 5.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- E. In the event of any termination under Paragraph 5.05, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in

accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

- F. In the event of termination by Owner for convenience, or by Consultant for cause, Consultant shall be entitled, in addition to invoicing for those items identified in Paragraph 5.05.D, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 1.

5.08 *Controlling Law*

- A. This Agreement is to be governed by the laws of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Agreement or interpretation of its terms and conditions shall be in the District Court in the 1st Judicial District Bonner County.

5.09 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party. Any and all Documents prepared by Consultant, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Consultant.

5.10 *Dispute Resolution*

- A. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.11 *Environmental Condition of Site – Not Used*

5.12 *Indemnification*

- A. Consultant shall defend, indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Consultant wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

5.13 *Records Retention*

- A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Owner's request, Consultant shall provide a copy of any such item to Owner at cost.

5.14 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence no later than the date of completion of the Services.

ARTICLE 6 – DEFINITIONS6.03 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement*—This written contract for study and report professional services between Owner and Consultant, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Basic Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 1 of Exhibit A of this Agreement.
 4. *Consultants*—Individuals or entities having a contract with Consultant to furnish services with respect to this Agreement as Consultant’s independent professional associates and consultants; subcontractors; or vendors.
 5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Consultant to Owner pursuant to this Agreement.
 6. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 7. *Consultant*—The individual or entity named as such in this Agreement.
 8. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 9. *Owner*—The individual or entity with which Consultant has entered into this Agreement and for which Consultant's services are to be performed.
 10. *Project*—The total undertaking to be accomplished for Owner by Consultants, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Consultant under this Agreement are a part.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS7.03 *Exhibits Included*

- A. Exhibit A, Scope of Services.
- B. Exhibit B, Fee Schedule
- C. Exhibit C, Project Schedule

7.04 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

7.05 Designated Representatives

- A. With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant’s and Owner’s representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

7.06 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF SANDPOINT

Consultant:

By: _____
 Print name: Shelby Rognstad
 Title: MAYOR
 Date Signed: _____

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Address for Owner’s receipt of notices:
1123 Lake Street
Sandpoint, Idaho 83864

Address for Consultant’s receipt of notices:

Designated Representative:

Designated Representative:

Title: _____
 Phone Number: _____
 E-Mail Address: _____

Title: _____
 Phone Number: _____
 E-Mail Address: _____

Exhibit A, Scope of Services between Owner and Consultant for the Arts, Culture, and Historic Preservation Master Plan Professional Services dated XXXXXXXX XX, 2020.

TBD

Exhibit B, Fee Schedule, for the Arts, Culture, and Historic Preservation Master Plan Professional Services dated XXXXX XX, 2020.

TBD

Exhibit C – Project Schedule for the Arts, Culture, and Historic Preservation Master Plan Professional Services dated XXXXXXXX XX, 2020.

TBD