



COA-RFP #2201-1

**SEE ADDENDUM 1 FOR CLARIFICATIONS**

# REQUEST FOR PROPOSALS FOR CONSULTING SERVICES

## MS-22-01, ALBANY TRANSIT OPERATIONS FACILITY

**Issue Date:** Monday, January 3, 2022

**Due Date:** Tuesday, February 8, 2022, 2:00 p.m. (Pacific Time)

**Public Works Director** ..... **Chris Bailey**  
**City Engineer** ..... **Staci Belcastro, P.E.**  
**Project Manager** ..... **Nolan Nelson, P.E.**  
**Purchasing Coordinator** ..... **Diane M. Murzynski, CPPO, CPPB**

**For more information regarding this Request for Proposals,  
contact [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net).**

CITY OF ALBANY

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**SEE ADDENDUM 1 FOR CLARIFICATIONS**

## PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the proposer to email the proposal by the indicated deadline to the designated location. NO proposals will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.). The City is not responsible for late or mishandled delivery. Proposals received after the designated closing time will be determined nonresponsive and will not be accepted.

If the proposer obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the proposer to check for any addendums.

All Proposals must be received electronically in non-editable PDF format and must use City-provided forms, if applicable, without unauthorized alterations. The total size limit for each email submittal response must be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, contact Diane Murzynski at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net) or 541-917-7522. Proposers should submit responses within a reasonable amount of time before the proposal opening date/time to ensure email delivery is not late.

The following should be received to be considered responsive:

- Introductory Letter
- Project Approach, Understanding and Work Plan
- Experience and Qualifications
- Project Team
- Disclosure Statement
- Proposal Certifications (*Exhibit A*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit B*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit C*)
- Certification of Insurance Requirements (*Exhibit D*)
- References (*Exhibit E*)

**Other than what is listed above, it is not necessary to submit any additional pages with the proposal. Submittals should not exceed 20 MB or proposal response may result in non-delivery.**



## CITY OF ALBANY, OREGON REQUEST FOR PROPOSALS (RFP)

### **MS-22-01, Albany Transit Operations Facility** **Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, February 8, 2022**

Notice is hereby given that the City of Albany (City), Oregon, is requesting proposals from a qualified firm that can demonstrate competency and experience in providing architectural design, construction engineering, and related design services for the construction of a new Transit Operations Facility, at property located on Map 11S03W18C Tax Lot 100, 34th Avenue SW, Albany, OR. This procurement is being made in accordance with 2 CFR 200.320 and FTA Circular 4220.1F.


The objective of requesting proposals is for the City to contract with a firm that can offer engineering and design services at the highest quality and best value to the City.

The Request for Proposals can be downloaded from the City of Albany website at <https://www.cityofalbany.net/bids>. The City will post all addenda on the City website. Prospective proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFP contact Nolan Nelson, Civil Engineer III, at [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net), and Diane Murzynski, CPPO, Purchasing Coordinator, at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net).

Proposal responses must be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than 2:00 p.m. (Pacific Time), Tuesday, February 8, 2022. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "MS-22-01, Albany Transit Operations Facility".

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 3RD DAY OF JANUARY 2022.

  
Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, January 3, 2022  
Daily Journal of Commerce, on Monday, January 3, 2022

## SECTION 1 – INTRODUCTION

### 1.1 BACKGROUND

The City of Albany is a municipal governmental entity providing a full range of services, including public transit; police and fire police protection; land use planning; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 54,935, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5 and across the Willamette into the farms and wooded hillsides of North Albany.

Albany operates under a home-rule charter in a council-manager form of government. Albany is led by an elected, non-partisan seven-member council. The council consists of the mayor and six council members. The mayor is elected at-large every two years; councilors are elected for overlapping four-year terms within three city wards. The city manager serves at the pleasure of the council. The council meets on the 2nd and 4th Wednesdays of each month and conducts work sessions the Monday prior to regularly scheduled Wednesday meetings (with some exceptions). The city council acts as the local contract review board for the City.

Albany employs approximately 427.40 FTE employees and up to an additional 100 temporary employees seasonally. Employees work in one of nine departments. The departments include Police, Fire, Parks & Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering & Operations, and Community Development.

Albany's transit bus storage is currently located on property owned by the Albany Fire Department, behind Fire Station 12, 120 34th Avenue SW, Albany; however, the transit fleet has outgrown the facility. Additionally, the current site does not allow all buses to be secured behind fencing, the storage facility lacks water and sewer services, and the site limits the transit department's ability to operate efficiently and expand with the growing needs of Albany's public transportation system. This project will provide new facilities to meet the current and future needs of the Albany transit system.

Additional information is available at: <https://www.cityofalbany.net/pw/transportation/albany-transit-system>.

### 1.2 PROJECT DESCRIPTION

In 2017, the City completed a program report and site analysis resulting in the purchase of property for the future development of the Transit Operations Facility, also known as the "bus barn facility". The 2.23-acre property is located on Map 11S03W18C Tax Lot 100, 34th Avenue SW, Albany. The City is issuing an RFP to select a consultant with established experience to provide design and construction services for the project defined as MS-22-01, Albany Transit Operations Facility. The Transit Operations Facility has been identified in the City's Capital Improvement Program and

Strategic Plan for well over a decade and will be a significant step forward for Albany's public transit programs. The transit vehicle storage facility is envisioned to be a modern facility designed to support the growth of the city's transit programs, the expansion of alternative modes of transportation, and a transition to electric, hydrogen or other clean energy vehicles. The primary components of the project include design and bidding services, and services during construction. Additional details on the background of the project and professional services sought are provided in subsequent sections of this RFP.

### **1.3 DESIGN ELEMENTS**

The project includes a design for construction of a vehicle storage building. A vicinity map is included as Attachment C. Typical site improvements will include utilities, paving, fencing, landscaping, stormwater management facilities, and site lighting.

The bus barn facility site design will require access from 34th Avenue with buses traveling from either direction. Thirty-fourth Avenue includes four (4) lanes with a center landscaped median. Access to the Water Reservoir site will require modifications to the center median to allow for a left turn lane ingress and egress. Driveway access shall be provided with sufficient width to accommodate bus access to the site.

The bus barn design will accommodate multiple buses within the building. The site design will need to accommodate employee parking spaces and "driver shift change" bus spaces. The parking will also include the City of Albany required number of ADA spaces.

The site design will need to accommodate a covered bus wash area. The bus wash area will at a minimum include a hose bib and area drain. This area drain will be connected to the sanitary sewer system and will be hydraulically isolated to prevent collection of site stormwater runoff.

The site design is required to accommodate the necessary paved and striped area for bus maneuverability into and out of the facility. The bus barn may utilize a stacking strategy to house buses front to back. This strategy must also allow sufficient area for the second bus to back out of the bus barn to exit the site. An adequate paved area must also be designed to meet the operational needs of the bus wash area and driver shift change bus spaces.

The facility site design must provide adequate security. This security will include 6-foot perimeter fencing and access gates. The vehicle gates for ingress and egress will be automatically controlled rolling gates. In addition to the vehicle gates, an access controlled pedestrian gate will be provided for employee access. Site lighting and security cameras will be provided in accordance with FTA requirements.

The bus barn facility design must meet the City of Albany stormwater management requirements. The site plan layout must incorporate sufficient area to provide water quality treatment and detention facilities, as required.

The bus barn facility design will need to incorporate the required landscaping area as defined in the City of Albany Article 9: On-Site Development and Environmental Standards (<https://www.cityofalbany.net/cd/development-code>). The building design will include adequate amenities for the operational needs of the bus barn facility.

Bus storage bays will be designed to use energy efficient industrial lighting. Natural light options will be incorporated as much as feasible and practical.

The bus barn building design will include a dual use area for bus maintenance. A single bus storage bay will be over-sized to allow for bus maintenance activities in addition to the use of the bay for bus storage purposes. This additional width will provide for an adjacent maintenance workspace, counter, and tool storage. No open flame maintenance activities occur within the building. No maintenance service pits, service lifts or overhead maintenance cranes will be provided. Each bus bay will be provided with a dedicated area floor drain. Overhead maintenance reels for water, lubrication and/or air will be evaluated for inclusion as a design option.

In addition to the dual use storage and maintenance bay, an exterior covered bus wash bay will be provided in the design. The width of the wash bay will be sized to accommodate the potential of future automatic bus washing equipment.

The bus storage bays will be central of the layout of the bus barn building. At one end of the storage bays the dual use maintenance bay will be provided. Storage of maintenance related equipment, tools and supplies would be located adjacent to this space. Additionally, the staff areas will be located in an adjacent space to support efficiency in staff coordination and circulation.

The office design will include a separate area for a break room. Adjacent to the office area with convenient access to the bus storage and maintenance areas will be two single-occupant restrooms, both of which will be ADA accessible. Additional restroom facilities will be provided if required by code. No convenience showers are provided in the restrooms. Near the office area, an employee locker room will be provided. The area is unisex and is not intended for the changing of the clothes. No convenience showers are provided in this area.

Easily accessible to the maintenance and bus storage bays will be equipment and supplies storage area and/or rooms. Storage areas will accommodate motor oil, lubricants, coolants, and DEF. An additional storage area or room will be provided for the secure storage of bicycles for either employee use or rider abandoned bicycles. An area equivalent to a single bus storage bay may be necessary to be dedicated to the storage of bus tires and wheels.

Portable emergency eye wash and safety shower stations will be provided within the building.

Fire sprinklers will be provided as dictated by the building code. The design will implement best practices and design strategies to mitigate the need for sprinklers and still meet the intent of the building code for fire, life, safety requirements. The City will additionally explore options with their insurance provider to identify any requirements they may place on the building to be sprinkled.

The design should facilitate the potential future upgrade to electric vehicle (EV) charging stations for the bus. Facilities should be designed in a way that allows future addition of EV bus charging stations.

The design shall be done in accordance with Albany Engineering Standards (see <https://www.cityofalbany.net/pw/engineering/engineering-standards>), all local and state codes, Federal Transit Administration Master Agreement Version 28 (see

<https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021>).

The following attachments are included with this RFP to provide additional project background information:

- Attachment C - Vicinity Map
- Attachment D - Program Report
- Attachment E - Site Analysis
- Attachment F - Sample Layout

#### **1.4 REQUIRED SERVICES**

The City of Albany is requesting proposals from qualified firms to provide engineering services for the Albany Transit Operations Facility project (See Section 1.2 Project Description and Section 1.3 Design Elements). The engineering effort associated with this project consists of providing design and bidding services, and services during construction. The anticipated scope of work is defined in Section 3.3.

#### **1.5 PROCUREMENT METHOD**

The City will use a procurement and selection method based on competitive negotiation procedures for qualification-based selection (QBS). Responses to this RFP will be reviewed, scored, and ranked according to the criteria defined herein and in accordance with Oregon Administrative Rules 137-048-0220, Federal Transit Administration (FTA) Master Agreement Version 28, and FTA Circular 4220.1F. The most qualified consultant will be selected subject to negotiation of a fair and reasonable compensation. Under this method, the City may not consider price as an evaluation factor in determining the most qualified proposer. The consultant must comply with all contract provisions applicable in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Attachment G.

#### **1.6 BUDGET**

The City of Albany is using Federal FTA 5307 grant funds and local matching funds to pay for the design, engineering and construction for MS-22-01, Albany Transit Operations Facility.



## SECTION 2 –PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted in non-editable PDF format to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by Tuesday, February 8, 2022, no later than 2:00 p.m. (Pacific Time).

#### Submittal Address & Questions

City of Albany  
Finance Department  
Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator  
333 Broadalbin Street SW, Albany, OR 97321  
[diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net)

#### Scope of Work

Nolan Nelson, P.E.  
Civil Engineer III  
[nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net)

Proposals received after the specified date and time will not be given further consideration. Proposers submitting proposals are solely responsible for the means and manner of their delivery.

### 2.2 RFP SCHEDULE

The following general timeline will be used for receiving and evaluating proposals and selecting a consultant. The timeline listed below may be changed if it is in the City's best interest to do so.

RFP Advertised	January 3, 2021
Date to Submit Changes or Solicitation Protests	January 20, 2022, 2:00 p.m.
Last Date for Addenda Issued	February 3, 2022, 12:00 p.m.
Proposal Due Date	February 8, 2022, 2:00 p.m.
Evaluate Proposals	February 9-16, 2022
Optional Interviews	February 17-18, 2022
Notice of Intent to Award	February 22, 2022
Protest Period ends (seven calendar days)	March 1, 2021, 12:00 p.m.
Council Approval	March 9, 2022
Contract Award and Negotiation	March 10-15, 2022
Contract Begins	March 21, 2022
Design Phase	March 21, 2022 – December 2023
Construction Phase	March 2024 – January 2025
Ultimate Construction Project Completion Date	January 15, 2025
End of Design Services Contract	June 30, 2025

### 2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Albany reserves the right to make changes to the RFP by written addenda posted on the City of Albany website. A prospective proposer may request a change to the RFP by submitting a request to [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net). The request must specify the provision of

the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted no later than the date set forth in the RFP Schedule.

The City of Albany will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Purchasing Coordinator's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Any addenda will have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Albany managers, employees, or agents to the prospective proposers will not bind the City of Albany.

1. All addenda, clarifications, and interpretations will be posted on the City of Albany's website at <https://cityofalbany.net/bids>.
2. No addenda will be issued later than the date set forth in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals.
3. Each proposer must ascertain, prior to submitting a proposal response, that the proposer has received all addenda issued, and receipt of each addendum must be acknowledged in the appropriate location within the proposal submittal.

## **2.4 TRADE SECRETS AND PUBLIC RECORDS LAW**

All information submitted by proposers will be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon law. All requests will be in writing, noting specifically which portion of the proposal the proposer requests exception from disclosure. Proposer must not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany as a result of this RFP. Proposer should not mark the whole proposal document "confidential". If a proposal contains any information that is considered a trade secret under ORS 192.501(2), proposers must mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.501(2) and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Any proposal marked as a trade secret in its entirety will be considered nonresponsive.

## **2.5 CANCELLATION**

OAR 137-048-0250 provides for cancellation, delay, or suspension or rejection of a solicitation when the cancellation, delay, suspension, or rejection is in the best interest of the City as determined by the City. The City reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award.

## **2.6 LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS**

Proposals must be submitted by the time designated in the RFP Schedule. Any proposals submitted after the designated closing time will be considered late and determined nonresponsive. A proposer's request for modification of a proposal, or withdrawal of a proposal received after closing date and time, is late. The City will not consider late proposals, late requests for modifications, or late withdrawals.

## **2.7 CONDITIONS OF SUBMITTAL**

By the act of submitting a response to this RFP, the proposer certifies:

1. The proposer and each person signing on behalf of any proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
2. The proposer has examined all parts of the request for proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the proposer must accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer.
3. The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
4. The proposer has demonstrated quality experience providing the required goods and/or services, or consulting services, whichever is applicable.
5. The proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The proposer will comply fully with the scope of services for the agreed contract.
7. The proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

## **2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS**

1. Proposers must promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the solicitation documents.
2. Proposers requiring clarification or interpretation of the Contract Documents must make a written request for same to [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net).
3. The City of Albany will make interpretations, corrections, or changes of the solicitation documents in writing by published addenda. Interpretations, corrections, or changes of the proposal documents made in any other manner will not be binding, and proposers must not rely upon such interpretations, corrections, and changes.

4. Should any doubt or difference of opinion arise between the City of Albany and a proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany will be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive bid/proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

## **2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION**

Requests for information regarding City of Albany services, programs, or personnel, or any other information must be submitted to [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net). Answers will be provided to all proposers of record on the date that answers are available by posting to the City website.

## **2.10 COMPETITION**

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

## **2.11 SOLICITATION PROTESTS**

A protest of any provision in this RFP must be made in writing and emailed to Diane Murzynski, CPPO, Purchasing Coordinator, at [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), no later than the date listed in the RFP Schedule. Submittals will be reviewed upon receipt and will be answered in writing. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing.

In addition to the information, a prospective proposer's written protest must include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. No such protests or requests will be considered if received after the deadline or requests are incomplete. No oral, telegraphic, telephone protests or requests will be accepted.

## **2.12 COST OF RFP AND ASSOCIATED RESPONSES**

This RFP does not commit the City of Albany to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers must not include any such expenses as part of their proposals.

## **2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS**

1. The City of Albany reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in a finding that the proposer is nonresponsive and consequent rejection of the proposal.

2. The City of Albany may obtain information from any legal source for clarification of any proposal or for information on any proposer. The City of Albany need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Albany may perform, at its sole option, investigations of the responsible proposer. Information may include, but will not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Albany, become part of the public record, and may be disclosed accordingly.
4. The City reserves the right to investigate references including customers other than those listed in the proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
5. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Albany reserves the right to negotiate revisions to the final contract, as well as price, with the successful proposer.

## **2.14 REJECTION OF PROPOSALS**

The City of Albany reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the proposer to adhere to one or more of the provisions established in this RFP.
2. Failure of the proposer to submit a proposal in the format specified herein.
3. Failure of the proposer to submit a proposal within the time requirements established herein.
4. Failure of the proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The City of Albany may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals upon a finding of the City of Albany that it is in the public interest to do so.

## **2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER**

1. A proposal may not be modified, withdrawn, or canceled by the proposer for 120 calendar days following the time and date designated for the receipt of proposals.
2. Proposals submitted early may be modified or withdrawn only by email to the City of Albany Purchasing Coordinator, at the submittal location, prior to the time designated for receipt of proposals. All such communications will be so worded as not to reveal the amount of the original proposal or any other material contents of the original proposal.

3. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are then fully in conformance with the proposal submittal instructions.

## **2.16 PROPOSAL OWNERSHIP**

1. All proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act (FOIA) and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City of Albany will make available to any person requesting information through the City of Albany's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any proposer to do so after the Notice of Intent to Award has been released.

## **2.17 DURATION OF PROPOSAL**

Proposal prices, terms and conditions will be firm for a period of at least 120 days from the deadline for receipt of submittal. The successful proposal will not be subject to future price escalation or changes of terms if accepted during the 120 calendar-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

## **2.18 AFFIRMATIVE ACTION**

By submitting a proposal, the proposer must agree to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

## **2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)**

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. Proposer must agree not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

## **2.20 PAY EQUITY COMPLIANCE**

As required by ORS 279C.520, all proposers must comply with ORS 652.220 and will not unlawfully discriminate against any of proposer's employees in the payment of wages or other

compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

Proposer may not prohibit any of their employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If the contract is valued at \$500,000 or more and the proposer has 50 or more employees, then the proposer is required to complete Pay Equity Training through the State of Oregon's DAS, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and must certify they have taken the training and provide a certificate as evidence before awarded a contract by the City.

## **2.21 SUBCONTRACTORS/SUBCONSULTANTS**

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful proposer for work to be performed under a subconsultant/subcontractor, including procurements of materials or leases of equipment, each potential supplier will be notified by the successful proposer of the proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

## **2.22 NOTIFICATION OF INTENT TO AWARD**

Responsive proposers to this RFP will be notified of the Selection Review Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the proposer, or their designee, if an email has not been provided.

## **2.23 PROTEST OF AWARD**

A Proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, as defined in OAR 137-048-0240, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids or higher ranked Bids are nonresponsive; (3) The City has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0220.

The Proposer must deliver the written protest to the Purchasing Coordinator within seven days after issuance of Notice of Intent to Award. A Proposer's written protest shall specify the grounds

for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline. Protests not filed within the time specified or that fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

## **2.24 NONAPPROPRIATION**

The City's obligation to award this RFP is contingent upon appropriation or approval of funds.

## **2.25 AGREEMENT**

The Successful Proposer will be required to sign an Agreement to deliver to the City at a cost negotiated or cost proposed, the scope of services and conditions set forth herein, and an agreed upon Statement of Work (if applicable). It is the City's intent to award an Agreement in substantially the form of the Agreement attached to this Proposal document. Proposers may submit an alternative Agreement for City's review. The City, at its sole determination, may approve the Proposer's offered Agreement as is, require modifications, or reject the Proposer's Agreement and require that the City's Agreement be executed for the purpose of this RFP.

## **2.26 NOTICE TO PROCEED**

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the contract. The Notice to Proceed will state the date work under the Agreement will begin.

## **2.27 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR**

The City's representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee shall also have authority to reject all work that does not conform to the contract documents. The representative for the purpose of administering this contract will be Nolan Nelson, Civil Engineer III, 541-791-0130, [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net).

The City's representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract documents are being properly fulfilled. The inspection of the work completed shall not relieve the Consultant of his/her/their obligation to perform acceptable work in conformance with these contract documents.

## **2.28 INVOICES**

All invoices must be submitted in writing and given by mail or email to:

City of Albany  
Attn: Accounts Payable  
P.O. Box 490, Albany, Oregon 97321  
[accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net)

And when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, bills will be deemed given at the time of actual delivery.



# SEE ADDENDUM 1 FOR CLARIFICATIONS

## SECTION 3 - SCOPE OF WORK

### 3.1 PROJECT INFORMATION

The City of Albany is requesting proposals from qualified firms to provide design and construction engineering services for the Albany Transit Operations Facility project (See Section 1.2 Description of Project and Section 1.3 Design Elements). The engineering effort associated with this project consists of providing design and bidding services, and engineering services during construction.

### 3.2 CONTRACT TERM

The proposed term of this contract shall be from March 21, 2022, through June 30, 2025. Services shall begin within seven (7) days after the receipt of the City's Notice to Proceed.

### 3.3 SCOPE OF WORK

The scope of work entails:

- Collect and review all data necessary for the design of the project. Obtain all required information needed for design engineering, such as surveying, utility locations, identification of obstructions, and determining site topography.
- Review all existing planning documents and conceptual design work.
- Coordinate and conduct meetings with City staff as needed and required.
- Prepare an overall design, bid, and construction master project schedule.
- Conduct site inspections as necessary.
- Consultant's design shall be in accordance with the City's Standard Construction Specifications, Engineering Standards, building department requirements, other agency requirements, and City comments made during the review.
- Survey all potential permits required and assist city staff to prepare and acquire all necessary planning and permitting approvals.
- Design site layout for bus storage facility including but not limited to pavement, public street work, utilities, water quality facilities, and landscaping.
- Design new bus storage and maintenance facility capable of storing a minimum of 10 buses, including staff offices, bathrooms, storage room, and related appurtenances.
- Design facilities in a way that allows future addition of Electric Vehicle (EV) bus charging stations.
- Provide technical assistance as necessary during construction.
- Prepare contract documents, final plans, and special provisions, for the project. Construction drawings shall be prepared using the AutoCAD computer format. The City's construction drawings are half size 11" x 17". Full size 22" x 34" drawings are made available on request to the successful contractor. Drawings should be sized for receipt in a pdf format.
- Prepare a detailed project construction cost estimate.
- Answer bidders' technical questions during the bidding phase.
- Prepare any required addenda during bidding.

## **SEE ADDENDUM 1 FOR CLARIFICATIONS**

### **3.4 INDEPENDENT CONTRACTOR (ORS 670.600)**

The Proposer shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that consultant, in performing the services specified in this contract, shall act as an independent contractor, and shall have the control of the work and the manner in which it is performed. Consultant is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provide its employees.

### **3.5 PROJECT SCHEDULE AND DELIVERABLE TIMELINE**

The specific dates for events and the deliverable timelines will be determined after the selection of the consultant and outlined in the negotiated statement of work. The consultant will propose a detailed project schedule and an explanation of how the consultant will meet the project requirements on time and on budget.

### **3.6 PROJECT MANAGEMENT**

The City reserves the right to require written status reports (no more than twice per month) to verify project progress, any project schedule or budget changes, and to document/discuss any other issues that may affect successful on-time and on-budget project implementation.

### **3.7 WORK PERFORMED BY CITY AND OTHERS**

The selected consultant will coordinate with the City to implement the Project Schedule. Any specific duties the City will perform for the project shall be identified by the consultant. Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. At all times, the City will do its utmost to provide timely responses regarding all project issues and questions that might arise.

### **3.8 PROJECT DELIVERABLES**

The deliverables will include:

- Existing planning document review and identification of key design elements to be included in final development plan.
- Engineered and buildable design plans.
- Buildable Plans:
  - Coordinated with City staff for review and comment during design phase, and at the 30-percent, 60-percent, and 90-percent completion milestones.
  - Prepared contract documents, final plans, and special provisions, for the project. Construction drawings shall be prepared using AutoCAD format.
- Cost estimates for complete project construction with justification.
- List of relevant permitting needed and application for relevant permits.
- One to four conceptual design reviews with public and agency input.

## **SEE ADDENDUM 1 FOR CLARIFICATIONS**

### **3.9 CONSULTANT'S EMPLOYEES**

Consultant's employees should not represent to anyone they are an employee of the City. All personnel employed by the consultant shall present a neat appearance and be courteous to the public. Consultant may be required to attend City Council meetings either remotely or in person. The consultant will utilize employees who can perform the work described in the scope of services in the RFP. The City and the consultant will promptly notify the other of any complaints received within 24 hours. At the request of the City, the consultant shall promptly replace for just cause any employee performing in an abusive or disorderly manner. Consultant must agree to follow all City required Oregon Health Authority (OHA) and OSHA COVID-19 guidelines.

### **3.10 INCREASE OR DECREASE IN SERVICES**

The City shall have the option to increase or decrease services and may request consultant to provide additional work and perform special projects for the City. All change orders to the contract will be negotiated, in the form of an amendment to the contract, and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price resulting from the increase or decrease in the scope of work. The amendment shall be executed by both parties.

# SEE ADDENDUM 1 FOR CLARIFICATIONS

## SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

### 4.1 SUBMITTAL PROCESS

Proposals must be submitted electronically to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by Tuesday, February 8, 2022, no later than 2:00 p.m. (Pacific Time). The email subject line must include the project name "MS-22-01, Albany Transit Operations Facility".

The total size limit for each email submittal should be less than 20 MB or proposal response may result in non-delivery to the City email proposal repository. If concerned about submittal response size, proposers are encouraged to submit documents by sections to avoid non-delivery. An automated response should be generated back to the sender stating, "Proposal has been received by the City." If a notification is not received by the sender, contact Diane Murzynski at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net), or 541-917-7522.

Each proposal must include, at a minimum, the items listed in Section 3, Scope of Work. The proposal must contain the mandatory submittal requirements listed below. Incomplete proposals may be considered nonresponsive. A completeness check will be conducted for each proposal.

### 4.2 PROPOSAL FORMAT

Proposals should be prepared and submitted in non-editable pdf format and labeled to match those sections in the RFP and with all pages numbered. The proposal should be prepared succinctly, providing a straightforward, concise description of the proposer's ability to meet all requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject proposals that are deemed illegible or too difficult to read.

### 4.3 PROPOSER REPRESENTATIONS

Before submitting a proposal, the proposer must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

### 4.4 JOINT PROPOSALS

If proposer is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the proposal and any contracts on behalf of both itself and the proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the proposal setting forth the business and service delivery agreements between the parties.

### 4.5 PROPOSED PROJECT TEAM

The proposer must acknowledge and agree that the proposer is entering into this contract because of the special qualifications of the proposer's project team based on the expertise, experience, judgment, and personal attention of key personnel. The proposer should not reassign or transfer

## **SEE ADDENDUM 1 FOR CLARIFICATIONS**

the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City.

Proposer will provide City with key personnel who have experience with the proposer's company and services. The City will have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel. If an agreement cannot be reached, the City reserves the right to terminate the contract with the consultant.

### **4.6 PROPOSAL REQUIREMENTS**

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the proposer to mislead the City may disqualify the proposer. Each proposer must provide the following in addition to meeting the mandatory submittal requirements.

1. A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal; and
2. Specific qualifications of the proposer and specific prior work experience within a governmental environment.

### **4.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS**

Proposers must describe their qualifications and commitment to providing the scope of services defined in Section 3 and include the following submittal requirements.

1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Terms and Conditions Agreement, Attachment A. The letter should include that the proposer submitting the proposal agrees to perform all work outlined in the City's RFP and within the time periods established by the City.

The Introductory Letter must name the person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the proposer and include email address, and telephone and fax numbers.

Any exceptions to the City's Standard Terms and Conditions Agreement should be provided within this Letter. If proposer is exempt from providing workers' compensation insurance, proposer should note that exemption in the Introductory Letter.

2. Experience and Qualifications and Project Team

- a. Provide the history of the firm including the number of locations, length of time in business, number of employees, and approximate number of projects worked on per year.
- b. Provide detailed experience of the lead consultant and other consultants, including subconsultants, and describe their capability and availability to perform the work

## SEE ADDENDUM 1 FOR CLARIFICATIONS

described in the RFP. Provide resumes for each consultant. Consultant shall contact and consider qualified MWESB consultants for subconsultant work.

- c. Submit at least three (3) examples within the past 10 years of related/relevant private or public projects for each key staff member of the Project Team and their assigned role for the project.
  - d. Demonstrate the Project Team's ability to complete successfully similar projects and performance history meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations, cost controls, and contract administration.
  - e. Include recent, current, and projected workloads of the Project Team and resources to be assigned to the project.
  - f. Provide the status of and required licensing and/or certifications required for each discipline.
3. Disclosure Statement

Provide a statement disclosing whether the consultant or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing design services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.

4. Project Approach and Understanding

The proposer must present a clear and concise understanding of the overall project and its objectives based on the available information. Proposer should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions, and design philosophy. Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating or participating in meetings and building consensus. Proposer must describe how they will control costs to meet budget and project requirements.

5. Work Plan and Deliverable Schedule

Proposers must present a Work Plan and Deliverable Schedule that best addresses and fulfills the project objectives and the City's needs as described in Section 3 Scope of Work. The proposer will have primary responsibility for developing concepts and strategies and preparation of all meeting materials, plans and related documents. The proposer should identify strategies for soliciting and articulating project ideas and plan updates suggested by the community.

Work Plan must include:

- a. Assigned personnel, including any subconsultants, hours anticipated and by task.
- b. Proposed Project Manager, hours anticipated and by task.
- c. Proposer's Work Plan must clearly reflect work assignments and products to be completed by the proposer or City staff.

## **SEE ADDENDUM 1 FOR CLARIFICATIONS**

Deliverable Schedule must include:

- a. A Gantt chart to reflect the project timeline by date, project team member, proposed hours and task.

### 6. References

Provide three (3) references from customers for whom the proposer is currently or has previously provided services defined in this RFP, within the last ten (10) years. Include the contact names, phone number, email, and mailing address. References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. Proposer shall provide reference information on Exhibit E. Additional references may be contacted by the City at its discretion.

### **4.8 ADDITIONAL ATTACHMENTS REQUIRED**

1. Proposal Certification (Exhibit A)
2. Certification Statement for Corporation or Independent Contractor (Exhibit B)
3. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C)
4. Certification of Insurance Requirements (Exhibit D)
5. References (Exhibit E)

## **SECTION 5 – EVALUATION CRITERIA**

### **5.1 SELECTION PROCESS**

The process to select a consultant will consist of a solicitation of proposals from all proposers interested in providing the required services described in this RFP. Proposers shall meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget in an efficient and cost-effective manner.

The City reserves the right to reject any or all proposals and is not liable for any costs the proposer incurs while preparing the proposal. All proposals will become part of the public file, without obligation to the City. Upon completion of the evaluations, the City intends to negotiate a contract with the proposer whose proposal best meets the City's expectations for providing the highest quality of services.

### **5.2 SELECTION REVIEW COMMITTEE**

The Selection Review Committee will be comprised of a minimum of three members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and proposer interviews, if applicable, and lend any such expertise to the process as requested. However, any such person contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, have communications with any proposers regarding their proposals or the process.

Proposals must provide a concise description of the proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

### **5.3 EVALUATION CRITERIA**

The criteria listed below will be used to evaluate the proposal response to determine the apparent successful proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score. Total possible points will be 100.

#### **5.3.1 Introductory Letter**

- Did Proposer include an expression of interest in the project and the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Agreement?
- Were any exceptions to the City contract included?
- Did the Proposer indicate the person(s) authorized to represent the Proposer in negotiations and legally authorized to sign the Agreement?



### **5.3.2 Project Approach, Understanding, and Work Plan**

This evaluation component will allow the City to assess the consultant's understanding of the services that are requested and needed for a successful project.

- Does the Proposer present a clear and concise understanding of the overall project and its objectives based on the available information?
- Did the Proposer describe their approach to the project?
- Did Proposer describe the significant issues and concerns that need to be addressed?
- Were there general or specific tasks the Proposer believes are important for prudent management and sequencing of the tasks, and detailed Schedule?
- Did Proposer include an explanation of how a collaborative relationship with the City will be established and the proposed best method for communication?
- Did Proposer describe how they manage and control costs to meet budget?

### **5.3.3 Experience and Qualifications**

- Did the Proposer provide adequate detail to determine the firm and the employee's qualifications, experience, capability, and availability to provide the required services?
- Did the Proposer describe the proposed key personnel/employees' qualifications and experience relating to the described scope of work and the proposed Project Team?
- Does the Proposer have adequate relevant experience?
- Will the proposed experience of the firm and employees meet the needs of the City?
- Did the Proposer provide performance history to demonstrate previous project success?
- Did Proposer list other relevant professional capabilities demonstrated on other projects, which may include mapping, graphic displays, and other methods for communicating project concepts?

### **5.3.4 Project Team**

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand.

- Does the Project Team's qualifications and experience relate to the requested services?
- Will the proposed experience of the Team meet the needs of the City?

- Are there similar projects in complexity and duration, and the jurisdiction in which the work occurred characterizes the proposed Project Team’s work quality and “successful” project results?
- Did Proposer provide current and projected workloads of the Project Team and available resources with locations of those resources?
- Did the Proposer indicate staffing availability to perform the work for the duration of the project?
- Did Proposer indicate status of Project Team members’ license or certifications?
- Proposer should identify any other firms (subconsultants) included on the Project Team along with the consultant and describe the scope of the Consultant’s and each subconsultant or firm’s services and responsibilities during the project.
- It is the City’s expectation that the consultant’s key personnel and project team identified in the Proposal Response shall be the same team used once the project is initiated unless changes are negotiated between the City and the Consultant prior to final contract execution.

**5.3.5 References**

- Did the Proposer provide three references and do the references provided by Proposer clearly demonstrate the type of services provided to customers and the length of service?
- Do the references represent customers requesting the same types of services required by the City?
- Were customers satisfied with the level of expertise and the qualifications of the key personnel and Project Team assigned to provide the required services?

**5.4 EVALUATION CRITERIA SCORING GRID**

The criteria listed below will be used to evaluate and score proposals to determine the apparent successful proposer. Total possible points will be 100. Points will be weighted as follows:

Introductory Letter	P/F
Disclosure Statement	P/F
Project Approach, Understanding, and Work Plan	40%
Experience and Qualifications	30%
Project Team	20%
References	10%
TOTAL POINTS AVAILABLE IS 100	100%

## **5.5 OPTIONAL INTERVIEWS**

The City may choose to hold interviews with a "short list" of the most qualified proposers, identified as the competitive range, after the proposals are evaluated. The Selection Review Committee may ask additional questions related to the proposal and the scope of work and require proposers to provide their approach and vision for a successful project. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Albany or may be conducted remotely dependent upon the Oregon Health Authority (OHA) guidelines and Covid-19 restrictions.

Consultants invited to the interview will be responsible for making and paying for their own travel arrangements, if applicable. There will be a possible 50 points attributed to interviews that will be weighted at 20%. A set of questions may be provided to the selected proposers prior to the interview date at the City's discretion.

## **5.6 RANKING OF PROPOSALS**

Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews, with the first-ranked proposer being that proposer who is deemed to be the most appropriate and fully able to perform the services, and the second-ranked proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee. Proposers scores will be totaled and ranked. Any proposer's response to this RFP shall be considered de facto permission to the City of Albany to disclose the results when completed to selected viewers at the sole discretion of the City of Albany.

## **5.7 NEGOTIATIONS**

The City may commence negotiations with the highest ranked, eligible proposer. The City may negotiate: (a) the statement of work; (b) the contract price as it is affected by negotiating the statement of work; and, (c) any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

After the evaluation process is complete, the City will notify proposers of its intent to award to the most qualified proposer. The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule with the most qualified proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second most qualified proposer. The negotiation process may continue in this manner through successive consultants until an agreement is reached or the City terminates the consultant contracting process. (ORS 279C.110) (OAR 137-048-0220 (4)(d)).

## **SECTION 6- CONTRACT REQUIREMENTS**

### **6.1 CONTRACT AWARD**

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, attachments, exhibits, proposer's response, clarifications, addenda, and statement of work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the sample Standard Terms and Conditions Agreement, Attachment A.

The proposer must indicate a willingness to negotiate a contract in a timely, reasonable manner with the City. The City reserves the right to negotiate with the second-ranked proposer if the contract negotiation attempts are unsuccessful with the apparent successful proposer.

In addition, the proposer should indicate there is no conflict of interest or collusion on the part of the proposer's submission of a proposal for the services being solicited under this RFP, see Exhibit D, Proposal Certifications. If a potential conflict could be perceived to exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The proposer must accept the contract terms of the attached City Standard Services Agreement unless exceptions to the contract are submitted by the proposer with their Proposal Response within the Introductory Letter. If proposer does not provide written exceptions within the Introductory Letter and proposer indicates exceptions after contract evaluations, City reserves the right to reject the proposal and negotiate a contract with the next ranked proposer or find the Proposal Response nonresponsive.

### **6.2 INSURANCE REQUIREMENTS**

The successful proposer must be covered by workers' compensation insurance, which will extend to and include work in Oregon. If proposer is exempt from workers' compensation, proposer should indicate they are exempt from workers' compensation within the Introductory Letter of the Proposal Response.

Proposer must submit documents certifying they can meet City insurance requirements: Commercial General Liability Insurance, Automobile Liability, and Professional Liability Insurance. An overview of the Insurance Requirements is provided as Exhibit D and must be submitted by the proposer to acknowledge and accept the insurance requirements noted therein.

The proposer shall demonstrate willingness to contract and the ability to provide a Certificate of Insurance and additional insured endorsement reflecting the insurance requirements within ten (10) days of the Notice of Contract Award. If proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked proposer.

## EXHIBIT A – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

### **Certifications**

**Non-Collusion** The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**Discrimination** The undersigned Proposer has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

**Conflict of Interest** The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer’s response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer’s submittals.

Proposer must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Proposer must disclose any current or past relationship as a City of Albany employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

**Disadvantaged Business Enterprises (DBE)** (*check applicable box*):  Yes  No    **Type of DBE** \_\_\_\_\_

**Reciprocal Preference Law - Residency** (*check one box*):  Resident Proposer  Non-Resident Proposer

**Addenda Acknowledgement** – No. \_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_ Dated \_\_\_\_\_

### **Signature Block**

The undersigned hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Contractor Name/Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mailing Address, City, State, Zip

\_\_\_\_\_  
Tax Identification No.

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

**A. Contractor is a Corporation, Limited Liability Company, or a Partnership**

*I certify under penalty of perjury that Contractor is a (check one):*

- Corporation     Limited Liability Company     Partnership     Nonprofit Corporation authorized to do business in the State of Oregon

Signature: \_\_\_\_\_

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

**B. Contractor is a Sole Proprietor Working as an Independent Contractor**

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C - PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Failure of the proposer to complete and sign this form may result in the rejection of the submitted offer. The proposer will notify Purchasing in the Finance Department within 30 days of any change in the information provided on this form.

The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state, or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, of local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If proposer is unable to attest to any of the statements in this certification, proposer must attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name: \_\_\_\_\_

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

## EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below.

Evidence of Insurance should be attached to this form.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.  Check this box if Contractor is exempt and provide qualified reason: \_\_\_\_\_

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.** If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide **Tail Coverage**.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Commercial General Liability** insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis"**. A combination of primary and **Excess/Umbrella insurance** may be used to meet the required limits of insurance.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.** Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

- If this box is checked, the limits shall be \$1,000,000 per occurrence.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Pollution Liability** covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. **Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.**

- Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)



**Cyber Liability - Technology Errors & Omissions, Network Information Security & Privacy Liability** for the duration of the contract and for the period of time in which Contractor (Business Associates or subcontractors) maintains, possesses, stores, or has access to City data. **Coverage must include limits of not less than \$5,000,000.**

Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

**Additional Insured** - The City must be listed as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

**Description of Operations** shall state: "Project Name: The City of Albany, its officers, employees and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions and exclusions."

A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

**Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.**

**Insurance Renewals** – The Certificate of Insurance renewal should be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@cityofalbany.net](mailto:insurance@cityofalbany.net).

**Signature Block:**

Contractor's Acceptance: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

## EXHIBIT E - REFERENCES

Proposer Name: \_\_\_\_\_

Provide complete references with telephone numbers and email below. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

### REFERENCE 1

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email (needed for reference checks)

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

\_\_\_\_\_  
Contract Term:

\_\_\_\_\_  
Project Description:

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

### REFERENCE 2

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Contract Term:

\_\_\_\_\_  
Project Description:

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

**REFERENCE 3**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Contract Term:

Project Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE 4**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Contract Term:

Project Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT A – *SAMPLE CONTRACT***

### **STANDARD TERMS AND CONDITIONS FOR AGREEMENT TO FURNISH ENGINEERING AND DESIGN CONSULTING SERVICES TO THE CITY OF ALBANY, OREGON**

#### **ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, a professional consulting firm, hereinafter referred to as CONSULTANT, agrees to provide design consulting services for the Albany Transit Operations Facility design to the City of Albany, Oregon, a municipal corporation.

The term of this contract shall begin March 2022 and run through June 30, 2025. During the term of this contract, CONSULTANT, shall also comply with Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Negotiated Statement of Work, Cost and Deliverable Schedule, Addenda and Clarifications, Request for Proposals, including all Attachments and Exhibits, and Proposal Response.

The CITY shall assist the CONSULTANT by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document shall control. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the CONSULTANT and the CITY shall not be construed to exceed those services and duties specifically set forth in this Agreement.

In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

#### **ARTICLE II: MODIFICATIONS**

CITY or CONSULTANT shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

#### **ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT**

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.

- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. . CONSULTANT must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.
- C. Lead Consultant. \_\_\_\_\_ shall serve as the lead consultant to the City of Albany as described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. Documents/Work Products Produced. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Record Drawings Preparation. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to the CITY.
- G. Access to Records. CONSULTANT agrees to preserve and maintain for six years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- H. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of the CITY. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless CONSULTANT for any application of documents for any purpose other than the originally intended use.
- I. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions

applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question.

- J. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- K. Oregon Consumer Information Protection Act. CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- L. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONSULTANT fails to complete and return the W-9 to the CITY, payment to CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.
- M. ACH Direct Payment Authorization. The City prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANT must complete the City's ACH Vendor Direct Payment Authorization Form available on the City website at [http://www.cityofalbany.net/images/stories/finance/eft\\_form.pdf](http://www.cityofalbany.net/images/stories/finance/eft_form.pdf). Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- N. Pay Equity Compliance. As required by ORS 279C.520 CONSULTANT shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONSULTANT'S employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT'S compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.
- O. Preference for Recycled Materials. As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- P. Compliance with Tax Laws. CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- Q. Communicable Diseases. CONSULTANT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or

maladies that exist, and it is impossible to eliminate the risk that CONSULTANT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONSULTANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONSULTANT'S participation.

- R. Debarment and Suspension. CONSULTANT will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

#### **ARTICLE IV: RESPONSIBILITY OF CITY**

- A. Authorization to Proceed. CITY will authorize CONSULTANT upon execution of the contract to start work on any of the services defined in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from CONSULTANT for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY will examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, accountant, auditor, risk consultant and any other Consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

#### **ARTICLE V: COMPENSATION**

CITY agrees to pay for services procured in Article I in accordance with the compensation provisions in the attached Statement of Work and Deliverable Schedule.

Invoices shall be directed to the City of Albany, Attention: Accounts Payable, P.O. Box 490, Albany, OR 97321. Invoices may be emailed to [accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net).

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, the City's obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other Officer charged with the responsibility for preparing the City's biennial budget must include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the City Manager or such other Officer will use his/her best efforts to obtain the annual appropriations required to authorize said payments.

## **ARTICLE VI: INDEMNIFICATION**

The CONSULTANT agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the CONSULTANT, its officers, employees, or agents.

## **ARTICLE VII: INSURANCE**

Before the Agreement is executed and work begins, the CONSULTANT must furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

### **A. Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability:** Insurance Services Office (ISO) form CA 0001, providing Garage Liability coverage for City vehicles driven while in service with Consultant.
3. **Workers' Compensation:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. **Professional Liability:** Insurance on an occurrence or claims made basis with 24-month tail coverage.

### **B. Minimum Limits of Insurance**

CONSULTANT must maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence  
\$2,000,000 Personal Injury  
\$3,000,000 General Aggregate  
\$3,000,000 Products/Completed Operations Aggregate
2. Automobile Liability: \$1,000,000 Per Occurrence
3. Employers Liability: \$1,000,000 Each Accident  
\$1,000,000 Disease Aggregate  
\$1,000,000 Disease Each Employee



4. Professional Liability: \$2,000,000 Per Occurrence/Claim

**The General Aggregate and Products/Completed Operations Aggregate must apply separately on a “per project basis”**

### **C. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer will reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT will procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### **D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies must not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage – The insurer must agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

### **ARTICLE VIII: ASSIGNMENT**

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement will be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subcontractors by the CONSULTANT or subsidiary or affiliate Firms of the CONSULTANT for technical or professional services will not be considered an assignment of a portion of this Agreement, and the CONSULTANT will remain fully responsible for the work performed, whether such performance is by the CONSULTANT or subcontractors. No subcontractors will be used without the written approval of the CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

### **ARTICLE IX: INTEGRATION**

These terms and conditions and the attachments represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

#### **ARTICLE X: SUSPENSION OF WORK**

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONSULTANT may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

#### **ARTICLE XI: EARLY TERMINATION OF WORK**

- A. The CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the CITY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- C. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

#### **ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION**

- A. If the CITY terminates pursuant to Article XI(A), the CITY will pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If the CITY terminates pursuant to Article XI(B), the CITY is entitled all remedies available at law or equity. In addition, CONSULTANT must pay the CITY all damages, costs, and sums incurred by the CITY as a result of the breach.
- C. If the CONSULTANT justifiably terminates the Agreement pursuant to Article XI(B), the CONSULTANT'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If the CITY'S termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and the CONSULTANT will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, the CONSULTANT'S work product before the date of termination becomes property of the CITY.

- F. In the event of termination, CONSULTANT must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONSULTANT must provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

**ARTICLE XIII: NOTICES**

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party must be in writing and will be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, or by postage prepaid. Notices must be addressed as follows:

City:

M. Sean Kidd  
City Attorney  
260 Ferry Street SW, Suite 202  
Albany, Oregon 97321  
[sean@longdel.com](mailto:sean@longdel.com)

With copy to:

City of Albany  
Attn: Peter Troedsson, City Manager  
P.O. Box 490  
Albany, Oregon 97321  
[peter.troedsson@cityofalbany.net](mailto:peter.troedsson@cityofalbany.net)

**ARTICLE XIV: FORCE MAJEURE**

Neither the CITY nor the CONSULTANT will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

**ARTICLE XV: DISPUTE COSTS**

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party will be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

**ARTICLE XVI: CONFLICT AND SEVERABILITY**

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement will control. Any provision of this document found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of the document.

## **ARTICLE XVII: CONSTRUCTION**

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

## **ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, the CONSULTANT agrees as follows: The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **ARTICLE XIX: COURT OF JURISDICTION**

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation will be in the Circuit Courts in and for Linn County, Oregon.

## **ARTICLE XX: EFFECTIVE DATE**

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

## **ARTICLE XXI: ELECTRONIC SIGNATURES**

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

**MS-22-01, ALBANY TRANSIT OPERATIONS FACILITY CONSULTING SERVICES AGREEMENT:**

**CONSULTANT:**

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

By: \_\_\_\_\_  
Company

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Mailing  
Address \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Email

\_\_\_\_\_  
Social Security No. (if individual)

\_\_\_\_\_  
Tax Identification No. (if incorporated)

Note: Signatures of two officers are required  
for a corporation.

**CITY OF ALBANY, OREGON:**

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

By: \_\_\_\_\_  
Chris Bailey, Public Works  
Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
M. Sean Kidd, City Attorney

## **ATTACHMENT B – DEFINITIONS**

The following definitions are as used in these contract documents, except where the context otherwise clearly requires.

CFDA means Catalog of Federal Domestic Assistance.

CFR means Code of Federal Regulations.

CITY, OWNER means the City of Albany, Oregon.

CITY'S REPRESENTATIVE or DESIGNEE, or CONTRACT ADMINISTRATOR means the person or persons designated by the City to administer this contract and monitor compliance hereunder.

COMPLETED WORK means all meetings conducted, minutes prepared and approved, exercise completed, after-action reports and improvement reports prepared and approved, and final bill submitted to and received by the City of Albany.

CONTRACT DOCUMENTS mean all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, Personal Service Agreement, Scope of Services, Proposal Certifications, Statement for Corporation or Independent Contractor, Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, Cost Proposal, Proposal Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT, VENDOR, SUPPLIER, FIRM, COMPANY means the person or business that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

EV means Electric Vehicle.

FTA means Federal Transit Authority.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

PROTECTED CLASS means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

RESPONSIBLE PROPOSER means a person who has submitted an Offer and meets the standards set forth in OAR and has not been debarred or disqualified by the Contracting Agency. When used alone, Responsible means meeting the aforementioned standards.

RESPONSIVE PROPOSAL means an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

SPECIFICATIONS mean the directions, requirements, explanations, terms, and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

STATEMENT OF TIME means a period of time, unless stated as a number of City business days, will include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting contract awarded as a result of this process, will constitute a calendar day of 24 hours measured from midnight to the next midnight.

STATEMENT OF WORK or SOW mean the formal document that defines the entire scope of the work involved for a vendor or contractor and clarifies deliverables, costs, and timeline, and provides direction on the specific services that the contractor is expected to perform by detailing the work activities and deliverables.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

## **APPENDICES**

Attachment C - Vicinity Map

Attachment D – Program Report

Attachment E – Site Analysis

Attachment F - Sample Layout

Attachment G – Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards