

# City of Albany, Oregon

## REQUEST FOR STATEMENTS OF QUALIFICATIONS – REQUEST FOR PROPOSALS

TO ESTABLISH PRICE AGREEMENTS FOR  
ARCHITECTURAL SERVICES

CENTRAL ALBANY REDEVELOPMENT AREA

Issue Date: August 1, 2016

Due Date: September 6, 2016, 2:00 p.m.

Economic Development & Urban Renewal Director..Kate Porsche  
Purchasing Coordinator .....Diane Murzynski, CPP0

**For more information regarding this Request for Proposals,  
contact Diane Murzynski (541) 917-7522.**

CENTRAL ALBANY REVITALIZATION AREA

CITY OF ALBANY

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## CONSULTANT'S SUBMITTAL CHECKLIST

**Statements of Qualifications (SOQs) must be submitted by the time designated and the address listed in the advertisement for the Request for Statements of Qualification - Request for Proposals at the City Hall Parks and Recreation Department/Information counter and marked received by City staff indicating the time and date as shown on the City Bid Clock in the Parks Department. Any proposals submitted after the designated closing time or to any other location will be determined non-responsive and will not be opened. It is the responsibility of the Proposer to deliver the SOQ by the indicated deadline to the designated location.**

**If the Proposer submits a SOQ via a delivery service (FedEx, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the SOQ should be written on the outside delivery service packaging.**

Consultants should **submit seven (7) copies** of their SOQ. In addition to the hard copy (printed paper) version of SOQ, Consultant should provide an electronic version of the SOQ on a USB drive in non-editable, Adobe format. **All SOQs must include the following submittals to be considered responsive:**

- Introductory Letter
- SOQ Submittal
- Non-Collusion and Conflict of Interest Certification (*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*)
- Signed Addenda (if applicable)



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

**Central Albany Revitalization Area (CARA)  
Statements of Qualifications (SOQs) for  
Price Agreements for Architectural Services  
SOQs Due by 2:00 p.m., Tuesday, September 6, 2016**

Notice is hereby given that the City of Albany, Central Albany Redevelopment Agency is requesting SOQs for a Qualifications Based Selection (QBS) for Architectural Services to be used on an “as needed” basis for a three-year term. CARA desires to establish Price Agreements from qualified individuals or firms that can demonstrate competency and experience providing the following:

- Programming and schematic design plans;
- Digital design;
- Storefront renovations and design, exterior paint selection appropriate to historic buildings; and
- Construction document drawings for a variety of building types, including historic, commercial and residential structures.

This RFP is directly related to CARA’s Architectural Assistance Program that assists building and business owners by paying for an initial consult with an architect.

The Request for SOQs can be downloaded from the City of Albany website at Albany website at <https://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>, or a printed copy can be obtained at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321, or phone (541) 917-7522, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. There is a \$35 charge for printed RFP documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all Consultants known by the City of Albany to have received a complete set of the SOQ documents will receive notification when additional items are posted to the website. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at (541) 917-7522; to be added to the Interested Consultant’s list contact Nathan Reid at (541) 917-7654.

SOQs shall be filed in sealed envelopes and received by the City of Albany, at the Parks & Recreation Counter, not later than 2:00 p.m. PST, Tuesday, September 6, 2016, addressed to the City of Albany, Attention: Diane Murzynski, CPPO, Purchasing Coordinator, 333 Broadalbin Street SW, Albany, OR 97321. On the outside of the envelope, please reference “Request for SOQs for Architectural Services” along with the name and address of the applicant. Faxed or electronic (e-mail) responses will not be accepted. SOQs received after the closing date and time will not be opened or reviewed.

The City may reject any SOQ not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all SOQs 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 1ST DAY OF AUGUST 2016.

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

Publish: Website

# SECTION 1 – BACKGROUND AND INFORMATION

## 1.1 HISTORY

The City of Albany is a municipal governmental entity providing a full range of services, including fire and police protection; sewer services; water services; construction and maintenance of highways, streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 51,670, 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 is credited by historians and architects with having the most varied collection of historic buildings in Oregon. This collection includes styles from the 1840s through the late 1920s and is concentrated in an area of about 100 square blocks. Four historic districts are listed in the National Register of Historic Places by the United States Department of the Interior. Albany is known as the rare metals capital of the world. Several local industries produce zirconium, hafnium, and titanium. Wood products, food processing, and manufactured homes production are major employers also.

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).

Albany employs approximately 392 regular-status employees and up to an additional 100 temporary employees seasonally. The City Manager, as the City's chief administrative officer, oversees ten department heads. The departments are: Police, Fire, Parks & Recreation, Library, Economic Development and Urban Renewal, Human Resources, Finance, Information Technology, Public Works Engineering and Community Development, and Public Works Operations. The 2016 fiscal year adopted budget is \$188,088,000, including a General Fund of \$33,854,600.

The Central Albany Revitalization Agency provides funding for strategic public infrastructure investments and public/private partnerships that eliminate blighting influences and further the goals of the Urban Renewal plan in the City of Albany. Objectives of CARA include:

- ◆ Attract new private investment to the area.
- ◆ Retain and enhance the value of existing private investment and public investment in the area.
- ◆ Provide a safe and convenient transportation network that encourages pedestrian & bicycle access to and within the town center.
- ◆ Preserve the Historic Districts, historic resources and existing housing in the area.
- ◆ Create a readily identifiable core that is unique and vibrant with a mixture of entertainment, housing, specialty shops, offices, and other commercial uses.
- ◆ Increase residential density in the area.
- ◆ Encourage the development of new forms of housing and home ownership.
- ◆ Enhance and protect the community and environmental values of waterway corridors in the area.
- ◆ Provide an enriching environment and livable neighborhoods.

## 1.2 PROJECT INFORMATION

The City of Albany, Central Albany Redevelopment Agency is seeking SOQs from individuals, firms, teams or consultants, hereafter called “Consultant(s),” with demonstrated experience to perform the following Architectural Services, on as-needed basis: Programming and schematic design plans; digital design and exterior paint store front design; and construction document drawings for a variety of building types, including historic commercial and residential structures. The City may, but is not obligated to, award up to the maximum number of two (2) Price Agreement(s) as indicated. Successful Consultants may be called upon to provide consulting services and/or undertake fixed-term projects. The services requested as Task Orders under the Price Agreements will be small projects with limited constraints covering time, budget, and scope. Projects may range from a few hundred dollars up to \$3,000 subject to specific needs and budget availability in any given year.

Service Category	Maximum Number of Contracts to Award	Maximum Contract Amount for the Three Year Period (Each Contract)
Architectural Services	2	\$15,000

The number of Price Agreement(s) awarded in the above service category shall be at the sole discretion of the City. In order to receive a Price Agreement, Consultants must receive scores that place them in the top scoring for the service category. The City is looking for the highest quality services at a cost representing the best value to the City.

## 1.3 ADDITIONAL CITY INFORMATION

The Albany Development Code is on the City website at:

<http://www.cityofalbany.net/departments/community-development/drc/development-code>

More information is available at the following:

<http://www.cityofalbany.net/>

<http://www.cityofalbany.net/departments/cara-urban-renewal>

<http://www.cityofalbany.net/departments/community-development>

<http://infohub.cityofalbany.net/publicdata/PrintableMaps/zoning.pdf>

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for SOQs document for the Qualified Based Selection and will be the sole point of contact for the City for questions, concerns, and protests.

Each Consultant should provide seven (7) total copies of their SOQ with one copy marked “ORIGINAL”. In addition to the hard copy (printed paper) version of SOQ, Consultant should provide an electronic version of the SOQ on a USB drive in non-editable, Adobe format. The outside of the sealed envelope should reference “Request for SOQs for Architectural Services”. SOQs must be received by the City of Albany, at the Parks & Recreation Department/Information Counter not later than 2:00 p.m., on Tuesday, September 6, 2016, addressed to the City of Albany, Attention: Diane Murzynski, CPPO, Purchasing Coordinator, 333 Broadalbin SW, Albany, OR 97321.

#### **Submittal Address & Process Questions:**

City of Albany  
Finance Department  
Diane Murzynski, CPPO, Purchasing Coordinator  
333 Broadalbin Street SW  
Albany, OR 97321  
E-mail: [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net)  
Phone: (541) 917-7522

#### **Technical Questions/Scope of Work:**

Kate Porsche  
Economic Development & Urban Renewal Dir.  
E-mail: [kate.porsche@cityofalbany.net](mailto:kate.porsche@cityofalbany.net)

Telephone, facsimile, or electronically transmitted SOQs will not be accepted. SOQs received after the specified date and time will not be given further consideration. Consultants submitting SOQs are solely responsible for the means and manner of their delivery, and are encouraged to confirm delivery prior to the deadline.

### 2.2 PROCUREMENT TIMELINE/RFP SCHEDULE

The City anticipates the following general timeline for receiving and evaluating the Statement of Qualifications (SOQs), selecting a consultant, and completing contract negotiations. The timeline listed below may be changed if it is in the City’s best interest to do so.

RFP Advertised	August 1, 2016
Date to Submit Changes or Solicitation Protests	August 16, 2016, 2:00 p.m.
Last Date for Addenda	August 31, 2016, 12:00 p.m.
SOQ Due Date	September 6, 2016, 2:00 p.m.
Evaluate SOQs	September 6-8, 2016
Optional Interviews	September 8-9, 2016
CARA Meeting Award Approval	September 22, 2016
Notice of Intent to Award	September 23, 2016
Protest Period ends (seven calendar days)	September 30, 2016, 2:00 p.m.
Contract Award and Negotiation	October 2016

## **2.3 RECIPROCAL PREFERENCE LAW**

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Consultant, to add a percent increase to each out-of-state Consultant's bid price which is equal to the percent of preference given to local Consultants in the Consultant's home state. That is, if the low Consultant is from a state that grants a 10 percent preference to its own in-state Consultants, the Oregon Agency must add 10 percent to that Consultant's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:  
<https://www.oregon.gov/das/Procurement/Pages/Recippref.aspx>

Consultants in need of any assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Telephone: (503) 378-4642

## **2.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA**

The City of Albany reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective Consultants known to the City of Albany to have received the SOQ Document.

A prospective Consultant may request a change in the RFP by submitting a written request to the address set forth above. 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 to the City of Albany no later than the date set 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 as stated above. Any addenda shall 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 Consultants shall not bind the City of Albany.

1. All addenda, clarification, and interpretations will be posted on the City of Albany's website at [City of Albany Bids, RFPs, RFQs](#). Consultants known by the City of Albany to have received a complete set of the SOQ documents will receive notification when additional items are posted.
2. No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of SOQs, withdrawing the invitation, modifying elements of the SOQ resulting from a delayed process, or requesting additional information, clarifications, or revisions of SOQs.
3. Each Consultant shall ascertain, prior to submitting a SOQ, that the Consultant has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the SOQ submittal.

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

All information submitted by Consultants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the SOQs for which Consultant requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the SOQ the Consultant requests exception from disclosure. Consultant shall 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. Consultant should not mark the whole SOQ document "confidential".

If a SOQ contains any information that is considered a trade secret under ORS 192.501(2), Consultants must mark each sheet of such information with the following legend: “This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance”. Therefore, non-disclosure of City documents or any portion of a City document submitted as part of a SOQ may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the SOQ, material designated as confidential shall accompany the SOQ, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any SOQ marked as a trade secret in its entirety will be considered non-responsive.

## **2.6 CANCELLATION**

OAR 137-048-0250 provides for cancellation, rejection, or delay of SOQs when the cancellation or rejection is in the best interest of the Contracting Agency as determined by the Contracting Agency. The City of Albany 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 of Albany’s best interest. In no event shall the City of Albany have any liability for the cancellation of award.

## **2.7 LATE SOQS**

SOQs must be submitted by the time designated in the RFP Schedule at the City Hall Parks and Recreation Department/Information counter and marked received by City staff indicating the time and date as shown on the City Bid Clock in the Parks Department. Any SOQs submitted after the designated closing time or to any other location will be considered late and determined non-responsive and will not be opened. Delays due to mail and/or delivery handling, including, but not limited to delays within City of Albany’s internal distribution systems, do not excuse the Consultant’s responsibility for submitting the SOQ to the correct location by the stated deadline.

## **2.8 CONDITIONS OF SUBMITTAL**

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

1. The Consultant and each person signing on behalf of any Consultant 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 SOQ, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Consultant's response to this solicitation.
2. The Consultant has examined all parts of the Request for SOQ, including all requirements and contract terms and conditions thereof, and, if its SOQ is accepted, the Consultant shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Consultant.
3. The Consultant, if an individual, is of lawful age; is the only one interested in this SOQ; and that no person, firm, or corporation, other than that named, has any interest in the SOQ, or in the proposed contract.
4. The Consultant has demonstrated quality experience providing the required professional services.

5. The Consultant has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The Consultant will comply fully with the scope of services for the agreed contract.
7. The Consultant can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this SOQ.

## **2.9 CONSULTANT REQUESTS INTERPRETATION OF RFP DOCUMENTS**

1. Consultants shall promptly notify the City of Albany of any ambiguity, inconsistency or error, which they may discover upon examination of the SOQ Documents.
2. Consultants requiring clarification or interpretation of the SOQ Documents shall make a written request for same to the Purchasing Coordinator at the submittal location listed above.
3. The City of Albany shall make interpretations, corrections, or changes of the SOQ Documents in writing by published Addenda. Interpretations, corrections, or changes of the SOQ Documents made in any other manner will not be binding, and Consultants shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the City of Albany and a Consultant as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany shall be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

## **2.10 CONSULTANT REQUESTS FOR ADDITIONAL INFORMATION**

Requests for information regarding City of Albany services, programs, or personnel, or any other information shall be submitted in writing directly to the Purchasing Coordinator at the address in the Request for SOQs. All requests for additional information shall be submitted in writing. Answers shall be provided to all Consultants of record on the date that answers are available.

## **2.11 COMPETITION**

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

## **2.12 SOLICITATION PROTESTS**

A protest of any provision in this SOQ must be made in writing and directed to the Purchasing Coordinator at the address listed in the SOQ and shall be received no later than the date listed in the SOQ's Schedule. Any protest must address the requirement, provision, or feature of this Request for SOQs or its attachments, that the potential Consultant 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. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, or telephone protests or requests will be accepted.

## **2.13 COST OF SOQ AND ASSOCIATED RESPONSES**

This SOQ does not commit the City of Albany to paying any costs incurred by any Consultant in the submission or presentation of a SOQ, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Consultants shall not include any such expenses as part of their SOQs.

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

1. The City of Albany reserves the right to obtain clarification of any point in a SOQ or to obtain additional information necessary to properly evaluate a particular SOQ. Failure of a Consultant to respond to such a request for additional information or clarification could result in a finding that the Consultant is non-responsive and consequent rejection of the SOQ.
2. The City of Albany may obtain information from any legal source for clarification of any SOQ or for information on any Consultant. The City of Albany need not inform the Consultant 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 Consultant. Information may include, but shall 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 records and may be disclosed accordingly.
4. The City reserves the right to investigate references including customers other than those listed in the Consultant'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 SOQs after the submission of SOQs 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 Consultant.

## **2.15 REJECTION OF SOQS**

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

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

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

## **2.16 MODIFICATION OR WITHDRAWAL OF SOQ BY CONSULTANT**

1. A SOQ may not be modified, withdrawn, or canceled by the Consultant for 90 (ninety) calendar days following the time and date designated for the receipt of SOQs.
2. SOQs submitted early may be modified or withdrawn only by notice to the City of Albany Purchasing Coordinator, at the SOQ submittal location, prior to the time designated for receipt of SOQs. Such notice shall be in writing over the signature of the Consultant. All such communications shall be so worded as not to reveal the amount of the original SOQ or any other material contents of the original SOQ.
3. Withdrawn SOQs may be resubmitted up to the time designated for the receipt of SOQs provided that they are then fully in conformance with these Instructions to Consultants.

## **2.17 SOQ OWNERSHIP**

All SOQs 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 and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

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 shall 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 Consultant to do so after the Notice of Intent to award has been released.

## **2.18 DURATION OF SOQ**

SOQ prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful SOQ shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a SOQ will not be considered.

## **2.19 AFFIRMATIVE ACTION**

By submitting a SOQ, the Consultant agrees to comply with the Fair Labor Standards Act (FLSA); 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).

## **2.20 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)**

Albany encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Consultants may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. By submitting a SOQ, the Consultant specifically certifies, under penalty of perjury, that the Consultant has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

## **2.21 NOTIFICATION OF INTENT TO AWARD**

All responsive and evaluated Consultants to this SOQ 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 SOQ on behalf of the Consultant.

## **2.22 PROTEST OF AWARD**

A Consultant may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The Consultant must be adversely affected because the Consultant 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 higher-ranked SOQs are non-responsive; (3) The City has failed to conduct the evaluation of the SOQs in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor’s submittal as non-responsive; (5) The City’s evaluation of the SOQs or the subsequent determination of award is otherwise in violation of OAR 137-048-0240.

The Consultant must deliver the written protest to the Purchasing Coordinator within seven days after issuance of notice of Intent to Award. A Consultant's written protest shall specify the grounds for protest. The City shall not consider a Consultant's contract award protest submitted after the above timeline.

### **2.23 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 shall begin.

## SECTION 3 – GENERAL PROVISIONS

### 3.1 DEFINITIONS (as used in these contract documents, except where the context otherwise clearly requires)

CARA means Central Albany Revitalization Area.

CITY, OWNER means the City of Albany, Oregon.

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

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Request for SOQs, Professional Services Agreement, Task Orders, Scope of Services, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, SOQ 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 the Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT means the person or firm 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.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

RESPONSIBLE CONSULTANT means a Person that has submitted a proposal and meets the standards set forth in the designated OAR and has not been debarred or disqualified by the Contracting Agency.

RESPONSIVE SOQ means an Offer or SOQ 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.

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

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.

### **3.2 CITY REPRESENTATIVE AND 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:

Kate Porsche, Economic Development and Urban Renewal Director  
Phone: (541) 497-6228 Fax: (541) 917-7511

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 Contractor of his/her obligation to perform acceptable work in conformance with these Contract Documents.

### **3.3 NOTICES, INVOICES, AND PAYMENTS**

All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY OF ALBANY: 333 Broadalbin Street SW  
P.O. Box 490  
Albany, Oregon 97321

CONTRACTOR: (Address), (City, State, Zip)

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this section.

## **SECTION 4 – SCOPE OF WORK**

### **4.1 SCOPE OF SERVICES**

The City of Albany, Central Albany Redevelopment Agency is seeking SOQs from individuals, firms, teams or consultants, hereafter called “Consultant(s)”, with demonstrated experience to perform the following Architectural Services, on as-needed basis: Programming and schematic design plans; digital design, storefront design, exterior paint selections; and construction document drawings for a variety of building types, including historic, commercial and residential structures. This SOQ directly relates to CARA’s Architectural Assistance Program which is outlined in Attachment C. The Program helps building and business owners by paying for an initial consult with an architect.

### **4.2 PRICE AGREEMENT**

The City may, but is not obligated to, award up to the maximum of two (2) Price Agreement(s) for a contract term of three (3) years. Successful Consultants may be called upon to provide consulting services or undertake fixed-term projects. The services requested under these Price Agreements will be small in scope, budget and length of term. Projects may range from a few hundred dollars up to \$3,000 subject to specific needs and budget availability in any given year.

### **4.3 PROJECT FUNDING**

The total not-to-exceed amount of each individual Architectural Services Price Agreement shall be \$15,000 for the three (3) year term of the Price Agreement. The cumulative total of all Architectural Services Price Agreement(s) awarded as a result of this SOQ shall not exceed \$30,000.

Services are requested as the need arises, therefore there is no guarantee of work to be assigned under any resulting Price Agreement, or that the total dollar limit of any Price Agreement will be reached. The cost for services performed under any Task Order that is issued as the result of a Price Agreement may vary depending upon the amount of work estimated for that particular project. Task Orders are more specifically described in the following section. However, under no circumstance will the individual Task Order amount exceed \$3,000, including task order amendments, unless authorized by the City.

### **4.4 TASK ORDERS**

Work performed under any resulting Price Agreement(s) must be authorized via a written Task Order (sample attached as Attachment C) signed by the City and the successful Consultant. The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and the successful Consultant in writing as an amendment to the Task Order, prior to the change becoming effective. The Department Director shall approve Task Orders and Task Order amendments. Task Orders will be reviewed by the Purchasing Coordinator prior to execution.

Compensation for each Task Order will be determined through negotiation with the successful Consultant based on the scope of work, the hours the successful Consultant estimates for performance of the work and the successful Consultant’s hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the successful Consultant will be paid for the actual hours necessary to complete the Task Order. If the successful Consultant underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City, upon written agreement by both parties.

The successful Consultant must be able to start the work per the Task Order no later than seven (7) calendar days from the date of the Notice to Proceed as projects often require work with short deadlines. If the successful Consultant is unable or unwilling to complete the project within the required time, it shall so state in writing to the Project Administrator and shall forfeit the Task Order within twenty-four (24) hours of being notified.

Task Orders for Architectural Services will be negotiated on a rotational basis. In the event the City and a successful Consultant cannot reach a favorable agreement on the maximum compensation for a specific Task Order, the City shall terminate negotiations and commence negotiations with the next successful Consultant from the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a successful Consultant from the rotation list and cancellation of the successful Consultant's contract with the City.

In the event that the contract maximum amount is reached prior to the end of the Price Agreement term, that successful Consultant will be removed from the on-call rotation list. Following the execution of each Task Order, the Project Administrator will work directly with the successful Consultant for the duration of the project unless otherwise noted on the Task Order.

#### **4.5 GENERAL SCOPE OF WORK**

The general scope of work is provided as a framework to give potential Consultants an understanding of the types of work that may be done (and issues to resolve), and to give them an opportunity to comment, provide suggestions, and/or appropriately define the types of skills/experience needed to respond to this Request for SOQs.

#### **4.6 WORK REQUIREMENTS**

Architectural services including but not limited to: programming, schematic design plans, construction document drawings, and construction coordination for remodels, tenant improvements, and new construction, bidding assistance, and construction management in a variety of building types. Types of work successful Consultants will perform include, but are not limited to, the following:

- Provide architectural and engineering services
- Prepare memos with narrative information for clients on existing structure, recommended course of action, along with simple schematics
- Prepare and provide design and construction documents for bidding
- Develop CAD standards
- Conduct programming or layout work for potential office, retail, or other spaces
- Provide feasibility study
- Investigate zoning code and building code issues
- Develop cost estimate
- Review existing documents
- Provide design options
- Prepare concept study

#### **4.7 WORK PERFORMED BY CITY/OTHERS**

The City may assign a Project Manager to oversee the successful Consultant's work and provide support as needed. Any specific duties the City will perform for each project shall be identified in the individual Task Orders.

#### **4.8 PROJECT REVIEWS**

On a day-to-day basis, the progress of the work will be managed by the City's Contract Administrator. Project reviews will be project specific.

#### **4.9 DELIVERABLES AND SCHEDULE**

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Deliverables and schedule for each specific project shall be defined in the individual Task Orders. All deliverables resulting from this Price Agreement will become the property of the City. As such, the Consultant and any subconsultants grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Albany.

#### **4.10 PERIOD OF PERFORMANCE**

The City anticipates having executed contracts in place by October 2016. The term of the contracts shall be three (3) years. Work shall begin for specific projects upon execution of a signed Task Order with submittal of final deliverables to the City occurring by the date defined in the individual Task Orders.

#### **4.11 PLACE OF PERFORMANCE**

Price Agreement performance will take place primarily at the successful Consultant's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

#### **4.12 PUBLIC SAFETY**

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Consultant shall anticipate delays in such places and include the cost of delay in its costs. The successful Consultant's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Consultant's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

## **SECTION 5 – SOQ SUBMITTAL REQUIREMENTS**

### **5.1 SUBMITTAL OF SOQS**

In order to be considered for this Project, each Consultant should provide seven (7) total copies of their SOQ, one copy should be marked “ORIGINAL”. In addition to the hard copy (printed paper) version of the SOQ, Contractor should provide an electronic version of the SOQ on a USB drive in non-editable, Adobe format. Sealed SOQs must be received by the City of Albany, at the Parks & Recreation Counter, not later than the listed due date and time in Section 2.2. A corporate officer who has been authorized to make such a commitment must sign the SOQs. SOQs shall be submitted in a sealed envelope with the words “Request for SOQs for Architectural Services” clearly written on it.

Each SOQ must include, at a minimum, the items listed in Section 4, Scope of Work. The SOQ must contain all mandatory submittal content requirements. SOQs not including this information will be considered non-responsive and will not be evaluated. A completeness check will be conducted for each SOQ.

### **5.2 SOQ FORMAT**

SOQs should be printed double-sided and prepared in a simple, economical manner, without stiff binders or covers, fastened in the top left-hand corner, with the sections tabbed to match those in the RFP, and with all pages numbered within each section. The SOQ should be prepared succinctly, providing a straight forward, concise description of the Consultant’s ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject SOQs that are deemed illegible or too difficult to read.

### **5.3 ORGANIZATION OF SOQ**

1. Introductory Letter
2. Experience with Similar Projects
3. Qualifications
4. Project Team
5. References
6. Project Approach and Understanding

### **5.4 CONSULTANT REPRESENTATIONS**

The Consultant agrees to the following:

1. To examine the scope of services and conditions thoroughly.
2. To provide for appropriate insurance, deposits, and bonds, if required.
3. To comply fully with the scope of services for the agreed contract.
4. That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

### **5.5 JOINT SOQS**

If Consultant 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 SOQ and any contracts on behalf of both itself and the Consultant, 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 SOQ setting forth the business and service delivery agreements between the parties.

## **5.6 KEY PERSONNEL**

The Consultant shall acknowledge and agree that if selected, the Consultant is entering into this Contract because of the special qualifications of the Consultant's Key Personnel. In particular, through this Contract, the City, is engaging the expertise, experience, judgment, and personal attention of Key Personnel. The Contractor shall not reassign or transfer the Key Personnel to other duties or positions without notifying the City. In the event that a replacement of Key Personnel is necessary, the replacement must be acceptable to the City Representative and Contract Administrator. Consultant will provide City with Key Personnel who has experience with the Consultant's company and services.

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

The Consultant 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.

## **5.8 CONSULTANT REQUIREMENTS**

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Consultant to mislead the City, may disqualify the Consultant. Each Consultant shall provide the following in addition to describing their qualifications and commitment to providing the required scope of services.

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

## **5.9 STATEMENT OF QUALIFICATIONS' REQUIREMENTS**

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Consultant to mislead the City, may disqualify the Consultant. Each Consultant shall meet the qualifications and requirements described below and in Section 4.6 and demonstrate their experience, qualifications, and commitment to providing the required scope of services.

## **5.10 SOQ QUALIFICATIONS**

Qualifications will only be accepted from firms that can demonstrate having had a broad background and extensive experience in Architectural Services. Submittals will be evaluated by the criteria listed in this Section and Section 6, and should be organized and identified in the same order. Firms must demonstrate the following to be considered qualified:

1. Recent successful experiences in Architectural Projects comparable to the General Scope of Work described in Sections 4.5 and 4.6. This item includes demonstrated ability to meet schedules or deadlines, and demonstrated past performance to complete projects without significant cost escalations or overruns.
  - a. A list of **all** current projects, as well as any which have been completed in the last two (2) years. List the Project Manager assigned to each project. Identify the starting dates for all projects and the completion dates (where completed).

2. Key personnel's professional background and qualifications, including the project team for this project. Define their roles and extent of participation anticipated for this project. Provide a list of all projects worked on by the proposed project manager in the last two (2) years, including an identification of this person's role and responsibility for each project.
3. Current workload of firm and key personnel. List the anticipated percentage of time the project manager will have available for this project.
4. Demonstrated ability and experience facilitating and leading projects similar to the Scope of Work described in Section 4.5 and 4.6.
5. A description of the qualification and experience of subconsultants who will participate in the project. Please identify the portions of a project anticipated to be performed (in part) by subconsultants.
6. Quality of projects previously undertaken. Please describe at least two (2) completed studies of a similar nature involving key personnel anticipated to work on this project.
7. Ability to manage and complete projects that may be a considerable distance from your offices. Please include a description of where key personnel for this project will be based, as well as the amount of travel anticipated, and other items you consider important to demonstrate this ability.
8. Capability and experience to perform all or most aspects of the project.

#### **5.11 ADDITIONAL ATTACHMENTS REQUIRED WITH SUBMITTAL**

The following must be included with the SOQ Response.

1. Non-Collusion and Conflict of Interest 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. Addenda - All addenda of this RFP should be submitted as part of the SOQ Response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a SOQ, that the Proposer has received all addenda issued by the City of Albany. Addenda are posted on the City of Albany's website at <https://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>.

## **SECTION 6 – EVALUATION CRITERIA**

### **6.1 SELECTION PROCESS**

The Selection Review Committee will be comprised of at least three (3) members. The role of the Selection Review Committee is to evaluate the Proposer's qualifications and award a Master Services Agreement to one or more firms and negotiate a Price Agreement based upon a mutually-understood general scope of work.

All scores for each Proposer shall be added together to arrive at a final score for each Proposer. SOQs will then be ranked in descending order by the total SOQ score. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

At the City's option, interviews may be conducted with all or a select few of the Proposers after the SOQs are evaluated. If held, a possible 50 points will be attributed to interviews. The interview scores will be added to the paper scores, and the list re-ordered. The Selection Review Committee may interview the Proposers and ask additional questions related to the SOQ and the scope of work. 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. Contractors invited to the interview will be responsible for making and paying for their own travel arrangements.

### **6.2 EVALUATION CRITERIA**

#### **1. INTRODUCTORY LETTER**

Consultant shall include an Introductory Letter indicating an expression of interest in the project, 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 provided as Attachment A. The Introductory Letter shall also list a responsible person and phone number for contact during the SOQs review and evaluation period, and also name the person(s) authorized to represent the Consultant in any negotiations and the name of the person(s) authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Consultant.

#### **2. EXPERIENCE WITH SIMILAR PROJECTS**

Briefly describe other projects executed by your firm that demonstrate relevant experience, and that best characterize the firm's capabilities, work quality and cost control. Include at least two (2) examples of projects, preferably one commercial and one historic, within the last two (2) years that demonstrate your firm's experience. At least one of the two examples shall demonstrate your firm's experience with green design and selection of environmentally preferable materials. Also, list all public sector clients for whom you have performed similar work in the past two (2) years. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project.

Experience on comparable projects should include: Experience of key members of project team; Project Manager's experience with similar projects and interdisciplinary teams; Provide the project date and length of time, description of deliverables, location of project, and project cost; and include experience of subconsultants on similar projects.

When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm. Please remember that any extensive descriptions of vaguely related projects are discouraged and could negatively impact the overall outcome of the evaluation.

### 3. QUALIFICATIONS OF FIRM

A general description of the Consultant's firm, including company organizational structure, size of company, recent experience with government projects, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Describe the firm's internal procedures and policies associated or related to work quality and cost control. Describe the resource availability to perform the work for the duration of the project(s). Provide the address of the firm's home office and the address of the office that will manage the projects if applicable.

Consultant must show demonstrated capability to meet schedules/deadlines without delays, cost escalations or overruns, and claims; quality control procedures; project management approach; and availability to proceed with work.

### 4. PROJECT TEAM

Provide a professional resume for the key personnel proposed to be assigned to the project. Describe their unique qualifications and relevant experience on similar or related projects. Include references to key personnel's experience, education, and professional accreditations related to green building design and green tenant improvements. Clearly identify the use and specific tasks performed by subconsultants.

Describe key personnel's proposed roles and responsibilities on this project. Proposals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm.

Describe the project manager's experience with similar projects and with managing and leading interdisciplinary teams. List other projects the proposed project manager is currently assigned to. Identify who the second level production person will be and provide a description of their unique qualifications and experience as it relates to the project at hand.

Describe the resource availability to perform the work for the duration of the project(s).

### 5. REFERENCES

List all public sector clients for whom you have performed similar work in the past two (2) years on Exhibit E. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project.

### 6. PROJECT APPROACH AND UNDERSTANDING

Proposer will include in their SOQ how tasks assigned in the Architectural Services might be accomplished, the methodology that will be used to accomplish them, and identify the principal team members who will work on each task. Describe the proposed work products that may result from each task or activity. Identify points of input and review with City staff and identify the time frame estimated to complete a typical task for this category of Service.

### 6.3 QBS/RFP EVALUATION

Each SOQ shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

	<b>Criteria</b>	<b>Maximum Score</b>
1.	Introductory Letter	0
2.	Experience with Similar Projects	35
3.	Qualifications of Firm	20
4.	Project Team	20
5.	References – Exhibit E	15
6.	Project Approach & Understanding	10
<b>TOTAL POINTS AVAILABLE</b>		<b>100</b>

### 6.4 INTERVIEWS (Optional)

At the City’s option, interviews may be conducted with all or a select few of the Proposers after the SOQs are evaluated. The Selection Review Committee may interview the Proposers and ask additional questions related to the SOQ and the scope of work. 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. Contractors invited to the interview will be responsible for making and paying for their own travel arrangements. If held, a possible 50 points will be attributed to interviews.

### 6.5 RANKING OF SOQS

1. SOQs may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer being that Proposer which 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.
2. Contractor’s scores will be totaled and ranked. Any Proposer’s response to this SOQ 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.

### 6.6 NEGOTIATIONS

The City will attempt to reach a final agreement, including a scope of work, project schedule, and fee schedule, with the highest scoring Proposer(s). However, the City may, in its sole discretion, terminate negotiations and reject the SOQ if it appears agreement cannot be reached. 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.

## **SECTION 7 – CONTRACT REQUIREMENTS**

### **7.1 CONTRACT AWARD**

The award of a contract is accomplished by executing a contract with a written agreement that establishes a Price Agreement that incorporates the entire SOQ - RFP, Attachments, Exhibits, Proposer's Response, Clarifications, Addenda, and defined Scope of Work, and any subsequent Task Orders. 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 Agreement attached.

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Proposer's submission of a SOQ for the services being solicited under this RFP, see Exhibit A, Non-Collusion and Conflict of Interest Certification. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The Proposer hereby agrees to accept the contract terms of the attached Sample Agreement, Attachment A. Otherwise, exceptions to the contract must be submitted by the Proposer within the SOQ response, Introductory Letter.

### **7.2 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 SOQ Response.

In addition, the Proposer must also submit documents addressing Commercial General Liability Insurance, Automobile and Collision Insurance, and Professional Liability Insurance. An overview of the Insurance Requirements is described in Exhibit D and should be signed and submitted with the Proposers response to acknowledge and accept the insurance requirements noted therein.

The Proposer shall demonstrate willingness and 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 - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish Architectural Services described in accordance with this Qualifications Based Selection - Request for Proposals, Exhibits, Task Orders, 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 apparent conflict of interest in submitting a SOQ.

## 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 SOQ 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 SOQs 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 SOQ, or in the services to which this SOQ relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this SOQ to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for SOQ, 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.

**Reciprocal Preference Law – Residency** (check box that applies):  Resident Proposer  Non-Resident Proposer  
**Disadvantaged, Minority, Emerging Small Business (DMESB)** (check box that applies):  Yes  No

## Signature Block

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

\_\_\_\_\_  
Proposer's Name

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

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

\_\_\_\_\_  
Tax Id Number/Social Security Number

\_\_\_\_\_  
Facsimile Number

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

\_\_\_\_\_  
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: \_\_\_\_\_

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 SOQs 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, or 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 shall 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)*

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

Print Name and Title \_\_\_\_\_

Contact Person for this Procurement: \_\_\_\_\_

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

# EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

**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 \$500,000 must be included.** THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/SOQ submittal letter with qualified reasons for exemption, see 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.

**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 \$3,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 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).

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.)

**Commercial 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.**

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.)

**Cyber Liability** – Technology Errors & Omissions, Information Security & privacy Liability. Coverage shall include limits of not less than \$2,000,000.

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.

Contractor shall furnish a current Certificate of Insurance to the City. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the City.

**Certificate holder should be: City of Albany, P.O. Box 490, Albany, OR 97321.** Certificates of Insurance can be faxed to the City Finance Department, Attn: Diane Murzynski, at (541) 917-7511.

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

Completed at City by: Diane M. Murzynski

## EXHIBIT E - REFERENCES

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

Provide at least four references with telephone numbers and e-mail addresses. 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 Telephone

\_\_\_\_\_  
Contact Person E-Mail

\_\_\_\_\_  
Mailing Address Contract Term

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

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

### REFERENCE 2

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

\_\_\_\_\_  
Contact Person E-Mail

\_\_\_\_\_  
Mailing Address Contract Term

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

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

**REFERENCE 3**

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

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
E-Mail

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE 4**

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

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
E-Mail

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# ATTACHMENT A – SAMPLE AGREEMENT

## ALBANY PROFESSIONAL SERVICES MASTER SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS FOR AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES TO THE CITY OF ALBANY, OREGON

### **ARTICLE I: SCOPE OF SERVICES**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as CONSULTANT, agrees to provide professional **Architectural Services** on an “as needed” basis for CARA projects for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as “CITY”, and the Central Albany Revitalization Area, hereinafter referred to as “CARA”. Services provided under this agreement shall be authorized by Task Orders executed by both parties. 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 the individual Task Orders. The agreements shall hereinafter be referred to as individual Task Orders.

This is a master services agreement that establishes standard terms and conditions for work that will be authorized by separate task orders. These task orders shall, as a minimum, establish the scope of services to be provided, compensation for these services and a schedule for completion. The services are limited to those projects that can reasonably be expected to be initiated within three years of the date the initial contract is signed by the CONSULTANT. The CITY and CARA 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.

### **ARTICLE II: MODIFICATIONS**

Task Orders shall be used as the sole basis to authorize all work related to this agreement. The CITY or CONSULTANT shall not make modifications in Task Orders or these Standard Terms and Conditions except in writing as Task Orders are authorized or modified under this agreement. Said Task Orders shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the Task Order is proposed by either party. Task Orders 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 Task Orders until the CITY directs in writing to proceed. Authorization to proceed on additional services shall be in the form of a Task Order 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.
- C. **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.
- D. **Document Preparation.** CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for City review prior to City bid if these services are specifically identified in the scope of services for a particular Task Order.

- E. 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 photo mylar record drawings to the CITY. Record drawing preparation shall only be required if specifically identified in the scope of services for a particular Task Order.
- F. Access to Records. CONSULTANT agrees to preserve and maintain for at least three 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.
- G. 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.
- H. 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.
- I. 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.
- J. Oregon Identity Theft Protection Act (OITPA). The CONSULTANT, and its subconsultants, if any, agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- K. Taxpayer Identification Number. The CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the City's obligation to make payment. In the event the CONSULTANT shall fail to complete and return the W-9 Form to the City, payment to CONSULTANT may be delayed, or the City may, in its discretion, terminate the Contract.

#### **ARTICLE IV: RESPONSIBILITIES OF THE CITY**

- A. Authorization to Proceed. The CITY shall authorize CONSULTANT in writing to proceed prior to CONSULTANT starting work on each Task Order.
- B. Access to Records, Facilities and Property. The CITY shall comply with reasonable requests from CONSULTANT for inspection or access to the CITY's records, facilities, and properties.
- C. Timely Review. The CITY shall examine all studies, reports, sketches, drawings, specifications, SOQs, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant, auditor, and 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 the services identified in individual Task Orders in accordance with the amount and basis of compensation included with each Task Order and the compensation provisions in this agreement.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. 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 shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

ACH Direct Payment Authorization. The CITY prefers to pay 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 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).

Notwithstanding anything in this agreement to the contrary, the City's obligation to pay money beyond the current fiscal year shall 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 annual budget shall 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 shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

## **ARTICLE VI: INDEMNIFICATION**

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 acts, errors, or omissions of CONSULTANT, its officers, employees, or agents.

## **ARTICLE VII: INSURANCE**

Before the Agreement is executed and work begins, CONSULTANT shall 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.

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

Coverage shall 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 Business Automobile Coverage on owned, non-owned and hired vehicles.
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 extended reporting period.

B. Minimum Limits of Insurance:

CONSULTANT shall maintain limits no less than:

- |                                         |                                                       |
|-----------------------------------------|-------------------------------------------------------|
| 1. <i>Commercial General Liability:</i> | \$2,000,000 Each Occurrence                           |
|                                         | \$2,000,000 Personal Injury                           |
|                                         | \$3,000,000 General Aggregate                         |
|                                         | \$3,000,000 Products / Completed Operations Aggregate |

The General Aggregate and Products/ Completed Operations Aggregate shall apply separately to this project.

- |                                             |                                  |
|---------------------------------------------|----------------------------------|
| 2. <i>Automobile Liability:</i>             | \$2,000,000 Per Occurrence       |
| 3. <i>Employers Liability:</i>              | \$ 500,000 Each Accident         |
|                                             | \$ 500,000 Disease Aggregate     |
|                                             | \$ 500,000 Disease Each Employee |
| 4. <i>Professional Liability Insurance:</i> | \$2,000,000 Per incident / Claim |
|                                             | \$2,000,000 Annual Aggregate     |

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 shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT shall 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 shall 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 subconsultant's activities being performed under the Agreement. **The Certificate of Insurance must include a copy of the Additional Insured Endorsement.** Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. *Workers' Compensation and Employers Liability Coverage:* The insurer shall 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 shall 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 subconsultants by CONSULTANT or subsidiary or affiliate firms of CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this agreement, and CONSULTANT shall remain fully responsible for the work performed, whether such performance is by CONSULTANT or subconsultants. No subconsultants shall be used without the written approval of the City.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CITY and CONSULTANT.

## **ARTICLE IX: INTEGRATION**

These terms and conditions and the agreement to which they are attached represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall 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 II.

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

The CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. 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 shall 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: TERMINATION OF WORK**

CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, CONSULTANT shall 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 shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

## **ARTICLE XII: FORCE MAJEURE**

Neither the CITY nor CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or any other emergency beyond the parties' control.

## **ARTICLE XIII: 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 shall 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 XIV: 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 shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

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

During the term of this Agreement, the CONTRACTOR agrees as follows:

The CONTRACTOR 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 CONTRACTOR 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 shall 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 XIV: COURT OF JURISDICTION**

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

**CONSULTANT:**

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

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

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

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

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

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

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

**CITY OF ALBANY, OREGON:**

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

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

Kate Porsche  
Economic Development & Urban Renewal  
Director

**APPROVED AS TO FORM:**

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

City Attorney

**ATTACHMENT B - TASK ORDER**  
**CITY OF ALBANY AND \_\_\_\_\_**  
**TO PROVIDE ARCHITECTURAL SERVICES**  
**Task Order No. \_\_\_\_\_**  
**Task Order Name \_\_\_\_\_**

City of Albany, in accordance with the **Standard Terms and Conditions for a Master Services Agreement to Furnish Architectural Services to the City of Albany, Oregon, dated October 1, 2016**, as amended, authorizes \_\_\_\_\_ (CONSULTANT) to complete the scope of work defined in this Task Order according to the schedule and budget defined herein.

**Scope of Work**

**Overview**

**Assumptions**

[click here to type]

**Item [click here to type Item #]--[click here to type Item Name]**

**Tasks**

[click here to type]

**Assumptions**

[click here to type]

**Deliverables**

[click here to type]

**Compensation**

Compensation shall be in accordance with the provisions of the **Standard Terms and Conditions for a Master Services Agreement to Furnish Architectural Services** between the City of Albany and \_\_\_\_\_ and the attached *Proposal of Consultant Fee Schedule*. The current authorized compensation limit for services performed under this Task Order No. \_\_\_\_\_ shall not exceed the total amount shown in Table 1 without written authorization from the City of Albany.

If additional funds are required to complete services not defined herein, \_\_\_\_\_ shall notify the City of Albany and request written authorization to amend this Task Order to include additional work and adjust the compensation and schedule accordingly.

The fee associated with this Task Order is summarized in Table 1.

**Table 1. Summary of Task Order Cost Estimate**

Item	Item Name	Labor Hours	Labor Cost	Expenses	Total Cost
<b>Total (not to exceed \$3,000)</b>					

NOTE: If amended to add items, itemize all previously authorized items so that this table shows the total cumulative amount authorized under this Task Order– not to equal or exceed \$3,000.

**Schedule**

Work is to begin on \_\_\_\_\_, and be completed by \_\_\_\_\_.

This Task Order shall be in full force and effect upon signature of authorized representatives for \_\_\_\_\_ and the City of Albany, Oregon.

**Insurance**

Per Article VII, Insurance, of the Master Services Agreement, professional insurance requirements are set within each Task Order, commensurate with the work. For this effort, CONSULTANT will provide Professional Liability insurance with a limit of no less than \$2,000,000 per claim and \$3,000,000 in aggregate.

**CONSULTANT:**

**CITY OF ALBANY, OREGON:**

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

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

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

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

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

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

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

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

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

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

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

Corporation Tax No.: \_\_\_\_\_

# APPENDIX

Attachment C – CARA Architectural Assistance Program