



CITY OF ALBANY, OREGON
COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSALS

FOR

Planning Services: HB 2001 Compliance (Development Code Amendments)

Issue Date: July 6, 2020

Due Date: July 28, 2020, 2:00 p.m. (Pacific Time)

Public Works Engineering and Community Development Director Jeff Blaine, P.E.
Planning Manager..... David Martineau
Purchasing Coordinator Diane M. Murzynski, CPPO, CPPB

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

CITY OF ALBANY

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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the Proposer to email the Proposal by the indicated deadline to the designated location. In response to COVID-19, NO Proposals will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.).

All Proposals must be received electronically in non-editable PDF format. The total size limit for each email submittal response must be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, contact Diane Murzynski at diane.murzynski@cityofalbany.net.

The following should be received to be considered responsive:

- Introductory Letter
- Experience, Qualifications, and Project Team
- Project Approach and Understanding, Work Plan, and Schedule
- Cost Proposal Summary (*Exhibit A, separate pdf*)
- Non-Collusion and Conflict of Interest Certification (*Exhibit B*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit C*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit D*)
- Certification of Insurance Requirements (*Exhibit E*)
- Signed Addenda (if applicable)



CITY OF ALBANY, OREGON
REQUEST FOR PROPOSALS (RFP)

Planning Services: HB 2001 Compliance (Development Code Amendments)
Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, July 28, 2020

Notice is hereby given that the City of Albany ("City") is requesting proposals for Planning services for the City of Albany. Qualified consultants must provide the following scope of services:

- Audit the City's Comprehensive Plan and Development Code
- Develop a public engagement strategy, facilitate public engagement activities, and participate in work sessions involving the Planning Commission and City Council.
- Develop initial middle housing code concepts in compliance with House Bill 2001 from the 2019 legislative session, and following public review, develop draft code language for further consideration.
- Develop hearings-ready plan/code amendment documents for the Comprehensive Plan and Development Code document.
- Submit drafts of all reports, presentations, and handouts for management review prior to distribution; and
- Attend meetings with planning staff to discuss project procedures, findings, and work products.

The Request for Proposals can be downloaded from the City of Albany website at <https://www.cityofalbany.net/finance/purchasing/bids>. In response to the COVID-19 virus, printed copies will not be provided. The City will post all addenda on the City website. Prospective Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net.

Time is of the essence to acquire a consultant to provide services needed to meet the requirements of HB 2001. Proposal responses shall be submitted to the following email procurement@cityofalbany.net, not later than 2:00 p.m., (Pacific Time), Tuesday, July 28, 2020. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line shall include the project name as follows: "Planning Services: HB 2001 Compliance (Development Code Amendments)".

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

DATED THIS 6TH DAY OF JULY 2020.


Diane M. Murzynski, CPPO, CPPB, Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, July 6, 2020
Daily Journal of Commerce, on Monday, July 6, 2020

SECTION 1 – BACKGROUND AND GENERAL INFORMATION

1.1 INTRODUCTION

The City of Albany is a municipal governmental entity providing a full range of services, including land use planning, fire and police protection; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 52,540, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5 and across the Willamette into the farms and wooded hillsides of North Albany.

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

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

Known as the “middle housing bill” the Oregon Legislature passed HB 2001 in 2019. The Bill requires communities like Albany to comply with the new legislation by June 30, 2022. However, Albany was successful in receiving a grant from the Department of Land Conservation and Development (DLCD) to partially fund development of a hearings-ready code amendment package that would bring Albany into compliance with the new legislation. The grant agreement is currently under development but DLCD has identified that all grant related activities must be completed by May 31, 2021.

Albany’s Comprehensive Plan and Development Code are posted on the City website at: <https://www.cityofalbany.net/cd>.

The objective of requesting proposals is for the City to contract with a firm that can offer services at the highest quality of service at a cost representing the best value to the City. More information about the City is available at the following: <http://www.cityofalbany.net/>.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted in non-editable PDF format, to the following email procurement@cityofalbany.net by Tuesday, July 28, 2020, no later than 2:00 p.m. Pacific Time. The email subject line shall include the project name as follows: "Planning Services: HB 2001 Compliance (Development Code Amendments)." No Proposals will be taken in person or by appointment. Questions regarding this RFP should be directed as follows:

Submittal & Procurement Questions

City of Albany
Finance Department
Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator
333 Broadalbin Street SW, Albany, OR 97321
diane.murzynski@cityofalbany.net
541-917-7522

Technical Questions/Scope of Work

David Martineau, Planning Manager
david.martineau@cityofalbany.net

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

2.2 RFP SCHEDULE

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

RFP Advertised	July 6, 2020
Date to Submit Changes or Solicitation Protests	July 16, 2020, 2:00 p.m.
Last Date for Addenda Issued	July 23, 2020, 12:00 p.m.
Proposal Due Date	July 28, 2020, 2:00 p.m.
Evaluate Proposals	July 29-31, 2020
Notice of Intent to Award	August 3, 2020
Protest Period ends (seven calendar days)	August 10, 2020, 2:00 p.m.
Council Approval	August 26, 2020
Contract Award and Execution	August 28, 2020

2.3 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 posted on the City of Albany website. A prospective Proposer 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 Proposers shall not bind the City of Albany.

1. All addenda, clarification, and interpretations will be posted on the City of Albany's website at <https://www.cityofalbany.net/finance/purchasing/bids>.
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 Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.
3. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued, and receipt of each addendum shall be acknowledged in the appropriate location on each addendum and included with the Proposal submittal.

2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

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

2.5 CANCELLATION

ORS 279B.100 provides for cancellation, rejection, or delay of proposals when the cancellation or rejection is in the best interest of the City as determined by the City. 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.

2.6 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

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

2.7 CONDITIONS OF SUBMITTAL

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

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

2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

1. Proposers shall promptly notify the City of Albany of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.
2. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to Diane Murzynski, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net.
3. The City of Albany shall make interpretations, corrections, or changes of the Proposal Documents in writing by published addenda. Interpretations, corrections, or changes of the proposal documents made in any other manner will not be binding, and Proposers 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 Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany shall be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive bid/proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information shall be submitted in writing via email directly to Diane Murzynski, Purchasing Coordinator, at diane.murzynski@cityofalbany.net. Answers shall be provided to all Proposers of record on the date that answers are available.

2.10 COMPETITION

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

2.11 SOLICITATION PROTESTS

A protest of any provision in this RFP must be made in writing and submitted by email to Diane Murzynski, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net, no later than the date listed in the RFP Schedule. Submittals will be reviewed upon receipt and will be answered in writing. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing.

In addition to the information required by ORS 279B.405(4), a prospective Proposer's written protest shall include a statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

2.12 COST OF RFP AND ASSOCIATED RESPONSES

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

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

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

2. The City of Albany may obtain information from any legal source for clarification of any proposal or for information on any Proposer. The City of Albany need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Albany may perform, at its sole option, investigations of the responsible Proposer. Information may include, but 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 record and may be disclosed accordingly.
4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
5. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Albany reserves the right to negotiate revisions to the final contract, as well as price, with the successful Proposer.
7. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.14 REJECTION OF PROPOSALS

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

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

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

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

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

original proposal or any other material contents of the original proposal.

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

2.16 PROPOSAL OWNERSHIP

1. All Proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City of Albany 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 proposer to do so after the Notice of Intent to Award has been released.

2.17 DURATION OF PROPOSAL

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

2.18 AFFIRMATIVE ACTION

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

2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

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

2.20 PAY EQUITY COMPLIANCE

As required by ORS 279B.235, all Proposers must comply with ORS 652.220 and shall not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

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

Contracts valued at \$500,000 with Contractors that have 50 or more employees are required to complete Pay Equity Training through the State of Oregon's Department of Administrative Services, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and submit a certificate as proof before awarded a contract. Contractor must certify they have taken the required Pay Equity Training and provide a certificate to the City.

2.21 SUBCONTRACTORS

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

2.22 INDEPENDENT CONTRACTOR (ORS 670.600)

The Proposer shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Contractor, 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. Contractor 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.

2.23 IDENTICAL PROPOSALS

If the City receives Proposals identical in price, fitness, availability, and quality and chooses to award a contract, the City shall award the contract in accordance with ORS 279A.120 and OAR 137-046-0300. If the City determines that one or more proposals are identical, tiebreaker preference for identical offers are awarded on the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Oregon, and 2) Drawing lots among the identical Offers. The City shall provide the Proposers who submitted the identical proposals notice of the date, time, and

location of the drawing of lots and an opportunity for the Proposers to be present when the lots are drawn.

2.24 COMPLIANCE WITH STATE OF OREGON LAW

By submitting a response to this solicitation, Proposer agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation shall include the following laws of the State of Oregon and are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.225, and 279B.230.

2.25 NOTIFICATION OF INTENT TO AWARD

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

2.26 PROTEST OF AWARD

A Proposer 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 Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids or higher ranked Bids are nonresponsive; (3) The City has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

The Proposer must deliver the written protest by email to the Purchasing Coordinator within seven (7) days after issuance of the notice of intent to award the contract or if no notice of intent to award is issued, within forty-eight hours after award. A Proposer's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline.

2.27 OBLIGATION TO AWARD

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

2.28 AGREEMENT

The Successful Proposer will be required to sign an agreement to deliver to the City at the cost proposed providing the scope of services and conditions set forth herein, and an agreed upon Statement of Work, if applicable. It is the City's intent to award an agreement in substantially the form of the sample Agreement attached to this RFP document.

2.29 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.

2.30 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident Bidder's state gives preference to in-state Bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law website at: <https://www.naspo.org/reciprocity1>. Proposers 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.

SECTION 3 – GENERAL PROVISIONS

3.1 DEFINITIONS

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

ADC means Albany Development Code.

CFR means Code of Federal Regulations.

CITY, OWNER means the City of Albany, Oregon.

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

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

CONTRACT DOCUMENTS mean all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, Professional Services Agreement, 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, Cost Proposal, Proposal Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT, VENDOR, SUPPLIER 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.

DLCD means the Oregon Department of Land Conservation and Development.

HB2001 means House Bill 2001 adopted by the Oregon legislature in the 2019 session.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

RESPONSIBLE PROPOSER means a person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 and that has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575. When used alone, Responsible means meeting the aforementioned standards and is also defined in ORS 279B.110.

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

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

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

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

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

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

3.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City's Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this Contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Representative or designee shall also have authority to reject all work that does not conform to the Contract Documents. The City Representative is:

David Martineau
Planning Manager
Phone: 541-917-7561

David.martineau@cityofalbany.net

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

3.3 NOTICES, INVOICES, AND PAYMENTS

All invoices and payments shall be made in writing and may be given by mail or email and sent to the following address:

City of Albany
Attn: Accounts Payable
P.O. Box 490
Albany, Oregon 97321
accountspayable@cityofalbany.net

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

SECTION 4 - SCOPE OF WORK

4.1 REQUIRED SERVICES

The City of Albany is requesting proposals from qualified firms to audit the City's Comprehensive Plan and Development for barriers to implementing HB2001, conduct public outreach regarding HB2001 compliance and community objectives for needed housing (specifically middle housings), and develop hearings-ready code amendment packages for the City's Comprehensive Plan and Development Code.

4.2 CONTRACT TERM

Notice to Proceed will be provided by approximately August 31, 2020, and all contract terms and deliverables must be satisfied by May 31, 2021.

4.3 DLCD APPROVAL

This project is partially funded by Oregon general fund dollars through the Department of Land Conservation and Development. Albany is the recipient of a direct grant and all services will be provided via a contract between the successful Consultant and the City of Albany. However, if required by the grant agreement between the City of Albany and DLCD, the apparent successful Consultant must be approved by DLCD prior to award of contract.

4.4 SCOPE OF WORK

The scope of work consists of three distinct tasks.

Task 1: Audit Comprehensive Plan and Development Code

Steps to Create Task 1 Products:

1. City staff will provide an initial memorandum to Consultant that summarizes known obstacles in existing plans and codes to implementing HB2001. This will serve as a preliminary staff review and is not intended to replace the detailed audit completed by the Consultant.
2. Conduct a thorough review of the City's comprehensive plan and development code and expand and refine staff's list in Step 1. Results will be summarized in a draft report for City review and comment.
3. Develop draft and final public engagement strategy. City to review and provide feedback on draft engagement strategy.
4. Conduct public outreach, as necessary, to develop engagement strategy. City to participate in public outreach activities.

Task 1 Products:

1. Audit template
2. Final Audit report
3. Memo describing public outreach preparations and implementation measures completed for Task 1 and planned for Tasks 2 and 3.

Task 1 approximate timeline: September 1, 2020, to November 30, 2020

Task 2: Draft Middle Housing Code Concepts

Steps to Create Task 2 Products:

1. Review existing plans and codes, audit results from Task 1, HB2001 and implementing rules and guidance, and the City's recently completed housing needs analysis to identify potential plan and code solutions.
2. Seek consensus on desired approach for developing draft middle housing code concepts and supporting plan goals, policies, and implementation measures.
3. Targeted public outreach. All public outreach material must be provided to City staff in draft form for review and comment prior to release.
4. Up to two (2) joint Planning Commission and City Council work session(s). All work session materials must be provided to City staff for review and comment prior to finalizing. Final materials must be available to City a minimum of one week prior to work session.
5. Consultant will lead public outreach and work session discussions.
6. Up to three (3) draft missing middle code concept memos. One for staff review and comment prior to developing joint work session drafts, and one for each joint work session.

Task 2 Products:

1. Report on Missing Middle Code Concepts that includes diagrams, photos, and simple illustrations as necessary to visualize key code concepts.
2. Visual Preference Survey that compare and contrast each missing middle housing types design options and site configurations.
3. Public outreach and joint work session presentations, handouts, and other related material.
4. Final code concepts report.

Task 2 approximate timeline: December 1, 2020 to March 31, 2021

Task 3: Comprehensive Plan and Development Code Amendments

Steps to Create Task 3 Products:

1. Additional public outreach. All public outreach material must be provided to City staff in draft form for review and comment prior to release.
2. Conduct up to two (2) joint Planning Commission and City Council work session(s) to review draft comprehensive plan and development code language. All work session materials must be provided to City staff for review and comment prior to finalizing. Final materials must be available to City a minimum of one week prior to work session.
3. Consultant will lead public outreach and work session discussions.
4. Provide up to three (3) draft hearings-ready comprehensive plan and code amendments documents. One for staff review and comment prior to developing joint work session drafts, and one for each joint work session.
5. Provide up to two (2) draft findings for inclusion in the staff report in support of the hearings-ready amendments. Staff to review and comment on draft findings.

Task 3 Products:

1. Public outreach and joint work session presentations, handouts, and other related material.
2. Memorandum summarizing public outreach conducted throughout the project in support of final work products.
3. Report with final hearings-ready plan and code amendments, and findings for staff report.

Task 3 approximate timeline: April 1, 2021 to May 31, 2021

SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

5.1 SUBMITTAL PROCESS

Proposals must be submitted in non-editable PDF format, to the following email procurement@cityofalbany.net by Tuesday, July 28, 2020, no later than 2:00 p.m. Pacific Time. The email subject line shall include the project name as follows: "Planning Services: HB 2001 Compliance (Development Code Amendments)." No Proposals will be taken in person or by appointment.

Each Proposal must include, at a minimum, the items listed in Section 4, Scope of Work. The Proposal must contain the mandatory submittal content requirements requested below. Proposals not including this information may be considered nonresponsive and will not be evaluated. A completeness check will be conducted for each proposal.

5.2 PROPOSAL FORMAT

Proposals 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 proposal should be prepared succinctly, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

5.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

5.4 JOINT PROPOSALS

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

5.5 PROPOSED PROJECT TEAM

The Proposer shall acknowledge and agree that if selected, the Proposer is entering into this contract because of the special qualifications of the Proposer's key personnel. In this contract the City is engaging the expertise, experience, judgment, and personal attention of key personnel. The Proposer shall not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City.

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

5.6 PROPOSAL REQUIREMENTS

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

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

5.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

Proposers shall describe their qualifications and commitment to providing the required scope of services and a clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the Proposal.

1. Introductory Letter

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

The Introductory Letter shall name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Proposer and include email address and telephone and fax numbers. Any exceptions to the City's Standard Professional Services Agreement should be provided within this Letter. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter.

2. Experience, Qualifications, and Project Team

Proposer shall:

- a. Identify the project manager and key personnel who will be the Project Team assigned to the project.
- b. Include a brief summary of each member of the Project Team's background and experience related to the proposed scope of work, as well as their roles and assigned responsibilities under the proposal.
- c. Describe the Project Team's familiarity with HB 2001 and Albany's Comprehensive Plan and Development Code.

3. Project Approach and Understanding

Proposer must identify their project approach, presenting a clear and concise understanding of the overall project and its objectives based on the available information. Proposer must list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions.

4. Work Plan, Deliverable Schedule, and Cost Proposal Summary

Proposers must present a Work Plan and Deliverable Schedule that meets the requirements identified in the scope of work.

Work Plan:

Based on the proposed project approach, the Work Plan must identify the hours anticipated by task for the Project Manager and key personnel to complete the scope of work. The Work Plan must clearly reflect work assignments and products to be completed by the Consultant and City staff.

Deliverable Schedule:

The deliverable schedule must meet deadlines, review procedures, and milestones identified in the scope of work.

Cost Proposal Summary must include:

- a. Costs proposed should be listed on Exhibit A and submitted as a separate PDF.
- b. A list identifying the key personnel by name and include their hourly rate and total hours for the specific tasks indicated in Section 4.
- c. Individual's travel costs for meetings and supplies are considered incidentals.

5.7 ADDITIONAL ATTACHMENTS REQUIRED

1. Cost Proposal Summary (Exhibit A, submitted as a separate PDF)
2. Non-Collusion and Conflict of Interest Certification (Exhibit B)
3. Certification Statement for Corporation or Independent Consultant (Exhibit C)
4. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D).
5. Certification of Insurance Requirements (Exhibit E).
6. Addenda - All addenda of this RFP should be submitted as part of the Proposal 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 Proposal, that the Proposer has received all addenda issued by the City of Albany. Addenda are posted on the City of Albany's website.

SECTION 6 – EVALUATION CRITERIA

6.1 SELECTION PROCESS

The process to select a Consultant will consist of a solicitation of proposals from all Proposers interested in providing the required services described in this RFP. Proposers must meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget and provide the required ongoing services in an efficient and cost-effective manner to the City. The City intends to contract for the “best value” product and service that offers the desired level of quality at a reasonable price.

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluations, the City intends to negotiate a contract with the Proposer whose proposal best meets the City’s expectations for providing the highest quality of services at a cost representing the best value to the City.

6.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of at least three members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. Proposals must provide a concise description of the Proposer’s ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. The City is seeking value from the service requested. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

6.3 EVALUATION CRITERIA

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

6.3.1 INTRODUCTORY LETTER

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

6.3.2 EXPERIENCE AND QUALIFICATIONS

Consultant shall describe their specific experience demonstrating the successful completion of related or similar projects and should address the following:

- Similar projects in complexity and duration, and the jurisdiction in which the work occurred that best characterizes the proposed Project Team's work quality and successful project results.
- Other relevant professional capabilities demonstrated on other projects, which may include mapping, graphic displays, and other methods for communicating project concepts.

6.3.3 PROJECT TEAM

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand. The basic question is how well the team's qualification and experience relate to the requested services.

- Proposer should identify any other firms (subconsultants) included on the Project Team along with the Consultant and describe the scope of the Consultant's and each firm's services and responsibilities during the project.
- Project team members familiarity with HB2001, related rules and guidelines, and Albany's Comprehensive Plan and Development Code should be identified.

6.3.4 PROJECT APPROACH AND UNDERSTANDING, WORK PLAN, AND SCHEDULE

This evaluation component will allow the City to assess the Consultant's understanding of the services that are requested and needed for a successful project. In that regard, the Consultant must present a clear and concise understanding of the overall project and its objectives based on the available information.

- Consultant should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions.
- Include an outline of various general and/or specific tasks the Consultant believes are important for prudent management and sequencing of the tasks, and detailed Schedule that includes the phasing of work envisioned in the Project.
- Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating meetings and building consensus.
- Consultant must clearly identify their schedule for meeting milestones identified in the scope of work.

6.3.5 COST PROPOSAL SUMMARY

This evaluation component will evaluate the Cost Proposal submitted on Exhibit A.

6.4 EVALUATION CRITERIA SCORE GRID

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

Introductory Letter	Pass/Fail
Experience and Qualifications, and Project Team	45%
Project Approach and Understanding, Work Plan, and Schedule	40%
Cost Proposal Summary – Exhibit A (separate pdf)	15%
TOTAL POINTS AVAILABLE IS 100	100%

6.5 RANKING OF PROPOSALS

Proposals 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. Consultant's scores will be totaled and ranked. Any Proposer's response to this RFP shall be considered de facto permission to the City of Albany to disclose the results, when completed, to selected viewers at the sole discretion of the City of Albany.

6.6 NEGOTIATIONS

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

6.7 BEST AND FINAL OFFERS

If in the best interest of the City it has chosen to employ a method of Proposer selection leading to best and final offers, the City may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(6).

SECTION 7 – CONTRACT REQUIREMENTS

7.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, Attachments, Exhibits, Proposer's Response, Clarifications, Addenda, and Statement of Work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the Sample Professional Service Agreement, Attachment A.

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

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Proposer's submission of a proposal for the services being solicited under this RFP, see Exhibit B, Non-Collusion and Conflict of Interest Certification. If a potential conflict could be perceived to 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 City Standard Professional Services Agreement unless exceptions to the contract are submitted by the Proposer with their Proposal Response within the Introductory Letter. If Proposer does not provide written exceptions within the Introductory Letter and Proposer indicates exceptions after contract evaluations, City reserves the right to reject the Proposal and negotiate a contract with the next ranked Proposer or find the Proposal Response nonresponsive.

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 Proposal Response.

An overview of the Insurance Requirements is provided in Exhibit E and Proposers are required to submit Exhibit E to acknowledge and accept the insurance requirements noted herein. Proposer must submit documents certifying they can meet City insurance requirements: Commercial General Liability Insurance, Automobile and Collision Insurance, and Professional Liability Insurance.

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

ATTACHMENT A – SAMPLE CONTRACT

STANDARD TERMS AND CONDITIONS FOR AGREEMENT TO FURNISH PROFESSIONAL SERVICES FOR HB 2001 PLANNING SERVICES COMPLIANCE (DEVELOPMENT CODE AMENDMENTS) TO THE CITY OF ALBANY, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of _____ hereinafter referred to as CONSULTANT, agrees to provide planning services for HB 2001 Compliance Development Code Amendments to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (CITY). The term of this Agreement shall begin August 2020 and continue until all tasks are completed, approximately May 31, 2021.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Request for Proposals, including Exhibits, Attachments, and Appendices, Statement of Work, and Proposal Response.

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

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

ARTICLE II: RESPONSIBILITIES OF CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONSULTANT agrees to provide professional planning services as defined in this RFP to the satisfaction of the City.
- C. Level of Competence. CONSULTANT will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed and for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. CONSULTANT shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent. CONSULTANT will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.

- D. Key Personnel. _____ shall serve as the lead contactor to the City of Albany under the terms of this Agreement. CONSULTANT acknowledges and agrees that the City selected Consultant for award of the Contract because of the special qualifications of Consultant's key personnel. CONSULTANT shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide City with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the City's prior written consent. The City shall have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel.
- E. Documents/Work Products Produced. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Law. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth 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 contracts of this type. If any provision of this Agreement shall be deemed to be not in compliance with any statute or rule of law, such provision shall be deemed modified to ensure compliance with said statute or rule of law.
- G. 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 unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subconsultants complies with these requirements.
- H. Record Retention and Review. The CONSULTANT shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject during regular business hours of the CONSULTANT to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONSULTANT. The CONSULTANT will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONSULTANT shall be responsible for any audit exceptions or disallowed costs incurred by the CONSULTANT or any of its subconsultants.
- I. Oregon Consumer Information Protection Act. CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONSULTANT fails to complete and return the W-9 to the CITY, payment to CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANTS must complete the City's ACH Vendor

Direct Payment Authorization form available on the City website at <https://www.cityofalbany.net/finance/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

- L. Pay Equity Compliance. As required by ORS 279B.235, shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Consultant's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Contracts valued at \$500,000 with Consultants that have 50 or more employees are required to complete Pay Equity Training through the State of Oregon's Department of Administrative Services, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and submit a certificate as proof before awarded a contract. CONSULTANT certifies that they have taken the required Pay Equity Training and have provided a certificate to the City.
- M. Preference for Recycled Materials. As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- N. Compliance with Tax Laws. CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- O. Communicable Diseases. CONSULTANT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONSULTANT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONSULTANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONSULTANT'S participation.

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY shall authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities, and Property. CITY shall comply with reasonable requests from CONSULTANT for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, 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 IV: MODIFICATIONS

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

ARTICLE V: COMPENSATION

CITY agrees to pay for audit services procured in Article I in accordance with the Cost Proposal Summary, Exhibit A.

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

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.

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 biennial 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

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

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT 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. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

A. Minimum Scope of Insurance

Coverage 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: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability Insurance: Insurance on an occurrence or claims made basis with 24-month tail coverage.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

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

- | | |
|----------------------------|---|
| 2. Automobile Liability: | \$2,000,000 Per Occurrence |
| 3. Employers Liability: | \$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee |
| 4. Professional Liability: | \$2,000,000 Per 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 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 the CONSULTANT or subsidiary or affiliate Firms of the CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONSULTANT shall remain fully responsible for the work performed, whether such performance is by the 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 CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding 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 IV.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONSULTANT may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work 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: EARLY TERMINATION OF WORK

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

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the CITY terminates pursuant to Article XI(A), the CITY shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- B. If the CITY terminates pursuant to Article XI(B), the CITY is entitled all remedies available at law or equity. In addition, CONSULTANT shall pay the CITY all damages, costs, and sums incurred by the CITY as a result of the breach.
- C. If the CONSULTANT justifiably terminates the Agreement pursuant to Article XI(B), the CONSULTANT'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- D. If the CITY'S termination under Article XI(B) above was wrongful, the termination shall be automatically converted to one for convenience and the CONSULTANT shall be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, the CONSULTANT'S work product before the date of termination becomes property of the CITY.
- F. In the event of termination, CONSULTANT 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 (10%) 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 date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONSULTANT shall provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

ARTICLE XIII: NOTICES

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

City:

M. Sean Kidd
City Attorney
260 Ferry Street SW, Suite 202
Albany, Oregon 97321
sean@longdel.com

With copy to:

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

ARTICLE XIV: FORCE MAJEURE

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

ARTICLE XV: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party 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 XVI: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement 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 XVII: CONSTRUCTION

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

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows: The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action 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 XIX: 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 the Circuit Courts in and for Linn County, Oregon.

ARTICLE XX: EFFECTIVE DATE

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

ARTICLE XXI: ELECTRONIC SIGNATURES

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

CONSULTANT:

Date: _____

By: _____
Consultant

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address: _____

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

Tax Identification No. (if incorporated)

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

CITY OF ALBANY, OREGON:

Date: _____

By: _____
Jeff Blaine, PE, Public Works
Engineering and Community
Development Director

APPROVED AS TO FORM:

By: _____
M. Sean Kidd, City Attorney

EXHIBIT A - COST PROPOSAL SUMMARY

In accordance with the RFP requirements, the firm referenced below hereby submits a Cost Proposal Summary.

Item	Description	List Personnel	Hours	Hourly Rate	Total Cost
1	Audit Comprehensive Plan and Development Code				
2	Draft Middle Housing Code Concepts				
3	Comprehensive Plan and Development Code Amendments				
TOTAL					

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal and if selected, agrees to furnish all services in accordance with the RFP and addenda. In addition, all City of Albany project requirements, including insurance, have been reviewed and are incorporated in this Cost Proposal.

Company Name: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Consultant's Name (please print) _____ Tax ID No.: _____

Signature: _____ Title: _____

Date: _____ Email: _____

EXHIBIT B - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of this 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 Proposal.

Certifications

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

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

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

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

Disadvantaged Business Enterprises (DBE) (check applicable box): Yes No

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

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

_____ Proposer's Firm Name	_____ Telephone Number
_____ Mailing Address, City, State, Zip	_____ Tax Identification No.
_____ Fax Number	_____ Email Address
_____ Signature	_____ Date

EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR
INDEPENDENT CONSULTANT

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 D - PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

If Proposer is unable to attest to any of the statements in this certification, Proposer 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: _____

