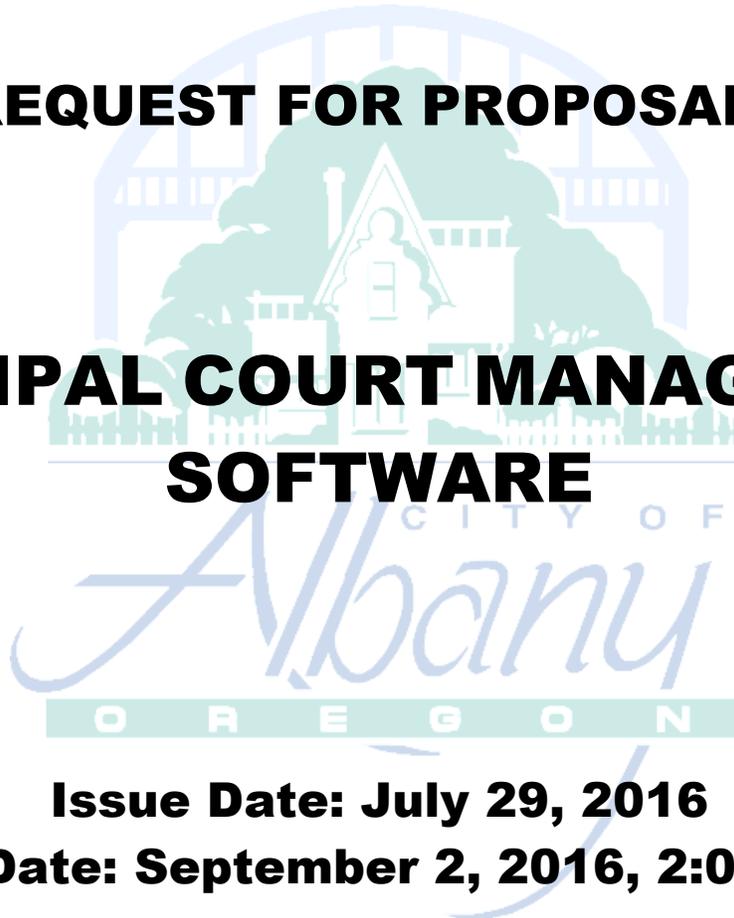


City of Albany, Oregon

REQUEST FOR PROPOSALS

MUNICIPAL COURT MANAGEMENT SOFTWARE



Issue Date: July 29, 2016

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

Director of Finance.....Stewart Taylor
IT Project Manager..... Sean Park
Purchasing Coordinator Diane M. Murzynski, CPPO

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

MUNICIPAL COURT

CITY OF ALBANY

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PROPOSER'S SUBMITTAL CHECKLIST

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

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

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

- Introductory Letter
- Project Understanding and Approach
- Usability
- References (*Exhibit A*)
- 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*)
- Cost Proposal (*Exhibit F*)
- Requirements (*Exhibit G*)
- Signed Addenda (if applicable)

In addition, pay close attention to the requirements outlined in Sections 3 and 4 that will be scored. If proposals DO NOT include the documents listed above, and missing addenda, **the City will be unable to score that section of the RFP. Missing documents WILL result in a non-responsive bid.**



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

**Municipal Court Management Software
Proposals Due by 2:00 p.m., Friday, September 2, 2016**

Notice is hereby given that the City of Albany (City), Oregon, is requesting proposals for Municipal Court Management software, training, and ongoing support and maintenance for the City. The City desires to enter into a professional services agreement with a qualified Contractor to provide the following scope of services in the application.

1. Advanced municipal court management software that provides robust financial, reporting, scheduling, and jury/case management functionality that will integrate with the Laserfiche DMS
2. Public, secure online payments of court fees
3. Interface with Sungard OneSolution RMS
4. Interface with Tyler (Eden) ERP
5. User-friendly and responsive public interface and intuitive, easy-to-use staff interface
6. Application, technical, and administration training
7. Ongoing, 24x7 support and maintenance

The objective of the project is to implement municipal court management software that provides modern case management, complex jury and court scheduling, reporting, and financial management functionality with a public portal for online payments. Overall usability, including robust data management, reporting, and retrieval is critical.

Contract documents are available for review in the Finance Department, City Hall, 333 Broadalbin Street SW, Albany, Oregon, (541) 917-7522; or downloaded from the City of Albany website at <https://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at (541) 917-7522 or Sean Park at (541) 917-7536. All who are known by the City of Albany to have received a complete set of the contract documents will receive notification when additional items are posted. Please call (541) 917-7522 to be added to the Interested Proposer's list.

Proposals shall be filed in sealed envelopes and received at the City of Albany Parks & Recreation counter, not later than 2:00 p.m., Friday, September 2, 2016, addressed to the attention of Diane M. Murzynski, CPPO, Purchasing Coordinator, at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321. On the outside of the envelope, please reference "Request for Proposals for Municipal Court Management Software" along with the name and address of the Proposer. Faxed or electronic (e-mail) responses will not be accepted. Proposals received after the closing date and time will be determined non-responsive and will not be opened or reviewed.

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 29TH DAY OF JULY 2016.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Daily Journal of Commerce, on Friday, July 29, 2016
Albany Democrat-Herald on Friday, July 29, 2016

SECTION 1 – INTRODUCTION AND PROCUREMENT REQUIREMENTS

1.1 INTRODUCTION

The City of Albany is a municipal governmental entity providing a full range of services, including fire and police protection; sewer services; water services; construction and maintenance of highways, streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 51,670, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5, and across the Willamette into the farms and wooded hillsides of North Albany.

Albany is credited by historians and architects with having the most varied collection of historic buildings in Oregon. This collection includes styles from the 1840s through the late 1920s and is concentrated in an area of about 100 square blocks. Four historic districts are listed in the National Register of Historic Places by the United States Department of the Interior. Albany is known as the rare metals capital of the world. Several local industries produce zirconium, hafnium, and titanium. Wood products, food processing, and manufactured homes production are major employers also.

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

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

The Municipal Court is the judicial branch of the City of Albany government. It has jurisdiction over all city and state law offenses committed within city limits other than felonies. The court does not handle DUIs. The current JALAN platform requires replacement due to the end of product support and the implementation of a new computer aided dispatch/record management system (CAD/RMS) recently awarded to Sungard.

The City intends to enter into a professional services agreement with a qualified Contractor to provide the following scope of services:

1. Advanced municipal court management software that provides robust financial, reporting, scheduling, and jury/case management functionality that will integrate with the Laserfiche DMS
2. Public, secure online payments of court fees
3. Interface with Sungard OneSolution RMS
4. Interface with Tyler (Eden) ERP
5. User-friendly and responsive public interface and intuitive, easy-to-use staff interface
6. Application, technical, and administration training
7. Ongoing, 24x7 support and maintenance

Additional information is available at <https://www.cityofalbany.net/departments/court>.

1.2 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 received at the City of Albany Parks & Recreation counter, not later than 2:00 p.m., on Friday, September 2, 2016.

Submittal Address & Process Questions:

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

Technical Questions/Scope of Work:

Sean Park, IT Project Manager
E-mail: sean.park@cityofalbany.net

Telephone, facsimile, or electronically transmitted Proposals will not be accepted. 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.

1.3 PROCUREMENT TIMELINE/RFP SCHEDULE

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

RFP Distributed	July 29, 2016
Date to Submit Changes or Solicitation Protests	August 17, 2016, 2:00 p.m.
Last Date for Addenda	August 30, 2016, 12:00 p.m.
Proposal Due Date	September 2, 2016, 2:00 p.m.
Evaluate Proposals	September 6 - 16, 2016
Demonstrations and Interviews	September 19 - October 12, 2016
Notice of Intent to Award	October 13, 2016
Protest Period ends	October 20, 2016, 2:00 p.m.
Work session	October 24, 2016
Council	October 26, 2016
Contract Award	October 27, 2016
Go-Live	February 28, 2017

1.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

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 City of [Albany Bids, RFPs, RFQs](#). Interested Proposers known by the City of Albany to have received a complete set of the proposal documents will receive notification when additional items are posted.
2. No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification.
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.

1.5 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."**

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

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

1.6 CANCELLATION

ORS 279B.100 provides for cancellation, rejection, or delay of proposals when the cancellation or rejection is in the best interest of the Contracting Agency as determined by the Contracting Agency. The City of Albany reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Albany's best interest. In no event shall the City of Albany have any liability for the cancellation of award.

1.7 LATE PROPOSALS

Proposals must be submitted by the time designated in the RFP Schedule at the City Hall Parks and Recreation Department/Information counter and marked received by City staff indicating the time and date as shown on the City Bid Clock in the Parks Department. Any Proposals submitted after the Municipal Court Management Software

designated closing time or to any other location will be considered late and determined nonresponsive and will not be opened. Delays due to mail and/or delivery handling, including, but not limited to delays within City of Albany's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

1.8 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 services.
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.

1.9 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 the Purchasing Coordinator at the submittal location listed above.
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 proposal/bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

1.10 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 directly to the Purchasing Coordinator at the address in the

Request for Proposals. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

1.11 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 Proposer believes, will inordinately limit competition.

1.12 SOLICITATION PROTESTS

A protest of any provision in this RFP must be made in writing and directed to the Purchasing Coordinator at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. 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. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

1.13 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.

1.14 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

1. The City of Albany reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular 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 non-responsive 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 records 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.

1.15 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.

1.16 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for 90 (ninety) calendar days following the time and date designated for the receipt of Proposals.
2. Proposals submitted early may be modified or withdrawn only by notice to the City of Albany Purchasing Coordinator, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. 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 that they are then fully in conformance with these Instructions to Proposers.
4. 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.

1.17 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.

1.18 DURATION OF PROPOSAL

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

1.19 AFFIRMATIVE ACTION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964; Executive Order 11246, (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

1.20 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)

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

1.21 CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING

All Proposers shall comply with ORS 279B.220:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

1.22 CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

All Proposers shall comply with ORS 279B.230:

1. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

1.23 CONDITION CONCERNING HOURS OF LABOR

All Proposers shall comply with ORS 279B.235, (1) except as provided in subsections (3) to (5) of this section.

1. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and

in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
2. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 3. Contracts for personal services, described in ORS 279A.055, Contractor's employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 4. Contracts for services require that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

1.24 NOTIFICATION OF INTENT TO AWARD

All Proposers to this RFP will be notified of the Evaluation 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.

1.25 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 Proposals are non-responsive; (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 non-responsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279B.410. The Proposer must deliver the written protest to the Purchasing Coordinator within seven days after issuance of Notice of Intent to Award. A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above time line.

1.26 NOTICE TO PROCEED

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

1.27 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and 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. That is, if the low Proposer is from a state that grants a 10 percent preference to its own in-state Proposers, the Oregon Agency must add 10 percent to that Proposer's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:

<https://www.oregon.gov/das/Procurement/Pages/Recippref.aspx>

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

1.28 FIXED PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENT (FPEPA)

The resulting contract of this Request for Proposals will be a fixed price contract with an economic price adjustment. Any change in fees are subject to a maximum increase in any one year of the Oregon Consumer Price Index - All Urban Consumers (CPI) for the twelve (12) month period prior to first day of the renewal Contract Year, or three percent (3%), whichever is lower.

1.29 CITY REPRESENTATIVE AND CONTRACT ADMINISTRATOR

The City's Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this Contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Representative or designee shall also have authority to reject all work that does not conform to the Contract Documents. For the purpose of administering this contract, the Contract Administrator will be IT Project Manager, Sean Park, (541) 917-7536.

1.30 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A.215, other Public Agencies shall have the ability to purchase the awarded goods and services from the awarded Firm(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Firm and the Participating Public Agency and shall not impact the Contactor's obligation to the City of Albany. If the Firm chooses to participate in such agreements, all Agency relationships including those for contract administration, ordering, deliveries, approvals, billing, and collections shall be between the Participating Agency and the Firm. The originating agency, City of Albany, except for this enabling agreement, shall not participate in any aspects of commercial activity between the Firm and the Participating Agency. If the Firm agrees to participate, all such participation shall be on the basis of this solicitation and the resulting award except that reasonable changes in pricing and terms may be negotiated directly between the Participating Agency and the Firm to accommodate differences in delivery distances and local conditions. All such changes shall be solely between the Firm and the Participating Agency.

Proposer must accept or decline participation in the Cooperative Agreement by providing written notification within the Proposal Response Introductory Letter and Non-Collusion and Conflict of Interest Certification.

1.31 NOTICES, INVOICES, AND PAYMENTS

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

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

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

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

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

CITY, OWNER means the City of Albany, Oregon.

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

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Request for Proposals, Professional Services Agreement, Scope of Services, Special Provisions, 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, Requirements, 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 the Contract Documents enumerated above.

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

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

RESPONSIBLE PROPOSER means a Person that has submitted an Offer and meets the standards set forth in OAR 137-047-0640, and not 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 means 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.

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.

SECTION 2 – SCOPE OF WORK

The City is seeking a highly-qualified Contractor to implement a municipal court management system to replace the current JALAN platform.

2.1 PROPOSAL RESPONSE REQUIREMENTS

In responding to this RFP, Proposers shall provide, and will be evaluated on, the following information:

1. Firm's and Key Personnel's experience and background, and past experience with similar Projects, preferably with municipal courts, including references (Agency, primary contact person, phone number, email address, the year(s) service was provided, type of Project and scope of services provided, and contract value) for each Project.
2. Project team qualifications and Key Personnel availability for the duration of the Project providing sufficient information to demonstrate that the Contractor and the personnel meet the criteria and Proposer qualifications. Specify the Contractor's Project Manager (team leader) and their relative experience in overseeing similar Projects. Include project information for similar projects including performance data – (was the project completed on time and on budget, were all the deliverables provided and project requirements met?) Explain variances if applicable.
3. Delivery of the overall scope of work and Contractor's project approach to provide the described work in all phases of preparation for the Project and demonstrating specific understanding of the City of Albany Court's services, requirements, goals, budget, and how the Contractor will assist in meeting these goals. Describe Contractor's capabilities, innovative approach, and special methodologies to bring the Project to delivery. Provide a level-of-effort summary breakdown of time/hours, by staff person, by work activity, and by hourly rate for Contractor's responsibilities under this contract. Include an estimated grand total of person-hours required to your Contractor's entire scope of work. Identify key personnel to be used on this Project and their areas of responsibility.
4. Indicate if Contractor has been a party to any alternate dispute resolutions within the past five (5) years and explain the situation, how the dispute or claim was resolved, and the resulting outcome.

2.2 SOLUTION REQUIREMENTS

The objective of the project is to implement municipal court management software that provides modern case management, complex jury and court scheduling, reporting, and financial management functionality with a public portal for online payments. Overall usability, including robust data management, reporting, and retrieval is critical.

A successful project solution shall provide the following:

1. Advanced municipal court management software that provides robust financial, reporting, scheduling, and jury/case management functionality that will integrate with the Laserfiche DMS
2. Public, secure online payments of court fees
3. Interface with Sungard OneSolution RMS
4. Interface with Tyler (Eden) ERP
5. User-friendly and responsive public interface and intuitive, easy-to-use staff interface
6. Application, technical, and administration training
7. Ongoing, 24x7 support and maintenance

2.3 IMPLEMENTATION DETAILS

The following information will be pertinent to your ability to complete the Cost Proposal.

- Court uses a JALAN court management system and accepts cash, check, credit card, and online credit card payments.
- Total Fiscal Year 2015-2016 revenues for municipal court fines were \$706,324, which includes:

Checks and Cash	\$428,342
Credit Card payments	\$144,754
Online payments	\$133,228

2.4 PROJECT MANAGEMENT

1. The Contractor will provide diligent and consistent oversight and direction of the activities of the Contractor's Project Team to ensure Project proceeds in a timely and efficient manner in accordance with the Project schedule. Proposer response time for email communications with the City IT Project Manager shall be 24 hours or less, Monday-Friday, for the duration of the Project.
2. Proposer will initiate contract execution via email with the City IT Project Manager within 72 hours of Contract Award and execute contract within 15 business days of Contract Award.
3. Provide a Project schedule, in electronic format, within 15 days of contract signing. Provide an updated Project schedule, in electronic format, during the weekly status meeting reflecting any Project schedule change.
4. Provide a refined statement of work within 15 business days of Contract signing.
5. Provide regular (minimum weekly) status reports to the City IT Project Manager to verify Project progress, any Project Schedule or budget changes, and discuss any other issues that may affect successful on-time and on-budget Project implementation. These updates will be provided weekly to the City IT Project Manager in electronic format.
6. Conduct regular status meetings (minimum weekly) with the City's Project Team to verify that the Project is meeting the established schedule and budget. The services include preparing the agendas, coordinating and facilitating the meetings, and the provisioning of accurate and comprehensive minutes of all meetings in order to revise and refine the delivery of the Project deliverables to meet time and budget requirements. The minutes shall be issued in electronic format to the City IT Project Manager within 24 hours of each meeting, including action items within the minutes.

2.5 PROJECT DELIVERABLE SCHEDULE

Contractor should provide a Project Schedule and explanation of how Contractor will meet the go-live date of February 28, 2017.

2.6 WORK PERFORMED BY CITY AND OTHERS

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

2.7 PROJECT DELIVERABLES

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

Deliverable shall be considered a successful implementation of municipal court management software that meets project requirements.

2.8 PROJECT REVIEWS AND PROGRESS REPORTS

Project work progress will be reported on a regular (weekly) basis. Comprehensive progress reports, including the planned Project Schedule versus the actual progress, shall accompany all billings submitted to the City. The Contractor shall submit a recommended report format for City review and approval. The reports and schedules shall be approved by the City as a condition of payment.

SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS

3.1 SUBMITTAL PROCESS

Each Proposer should provide seven (7) total copies of their proposal with one copy marked “Original”. In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format. The outside of the envelope should reference “Municipal Court Management Software RFP”. Sealed proposals must be received by the City of Albany not later than the listed due date and time in Section 1.2. A corporate officer who has been authorized to make such a commitment must sign the proposals.

Each proposal must include, at a minimum, the items listed in Section 2, Scope of Work. The proposal must contain all mandatory submittal content requirements. Proposals not including this information will be considered non-responsive and will not be evaluated. A completeness check will be conducted for each proposal.

3.2 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 straight forward, 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.

3.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

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

3.4 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.

3.5 KEY PERSONNEL

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 particular, through 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 that a replacement of key personnel is necessary, the replacement must be acceptable to the City Contract Administrator. Proposer will provide City with key personnel who have experience with the Proposer’s company and services.

3.6 INDEPENDENT CONTRACTOR (ORS 670.600)

The Contractor 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.

3.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL

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 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 - Proposer shall include an Introductory letter and 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 Professional Services Agreement, Exhibit A, and meet the requirements of this RFP. The Introductory Letter shall also 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. Include e-mail address and telephone and fax numbers. Any exceptions to the Sample Agreement shall be provided within this Letter.
2. Project Understanding and Approach – Proposer shall describe their understanding of the services requested and their approach to satisfying Project requirements. Proposer should list and describe any 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. Proposer should describe proposed key personnel's qualifications and experience, and availability for the duration of the Project. Resumes shall cover special training, specific areas of expertise, project experience, educational background and certification, and specify the Project Manager/Project Lead.
3. Requirements – Proposer shall provide a detailed, specific response to each Requirement found in Exhibit G; an explanation of functionality of the features described in Section 2 – Scope of Work, and a Schedule with specific information regarding Proposer's ability to complete the tasks on or before the go-live date of February 28, 2017.
4. References – Proposer shall provide a minimum of four (4) references from U.S. government agencies, preferably county and municipalities, who have implemented the Proposer's solution utilizing the same platform described in the Proposer's Response within the past three (3) years. Include contact names, phone numbers, e-mail addresses, and mailing addresses.

Each reference must be available for a conference call to verify the quality of previous related work. References will be contacted to assist with the evaluation of experience, expertise, and the customer's satisfaction. Proposer shall provide Reference information on Exhibit A. Additional references will be contacted by the City at its discretion.

5. Cost Proposal – Provide a cost for all software, hardware, and services proposed on Exhibit F. Proposer shall include the following:
 - 1) Software license
 - 2) Proposed hardware and integration
 - 3) Credit card processing fee structure (**including third parties**) and vendors utilized for gateway/processing
 - 4) Deployment
 - 5) Travel – travel expenses cannot exceed government rates found at www.gsa.gov
 - 6) Training
 - 7) Annual support and maintenance

3.8 ADDITIONAL ATTACHMENTS REQUIRED WITH PROPOSAL SUBMITTAL

The following must be included with the Proposal Response.

1. Non-Collusion and Conflict of Interest Certification (Exhibit B)
2. Certification Statement for Corporation or Independent Contractor (Exhibit C)
3. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D).
4. Certification of Insurance Requirements (Exhibit E).

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 at <https://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>.

SECTION 4 – EVALUATION CRITERIA

4.1 SELECTION PROCESS

The process to select Municipal Court Management Software 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 is deemed to be most advantageous to the City. Special features or qualifications included in the proposal will be given due consideration.

4.2 EVALUATION COMMITTEE

The Evaluation Committee will be comprised of five (5) members representing the Finance Department and IT. The role of the Evaluation Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Evaluation Committee may attend evaluation meetings and Proposer interviews, and lend any such expertise to the process as requested by the City. However, any such person contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, or otherwise brought to an end, have communications with any Proposers regarding their proposals or the process.

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. Evaluators will consider brevity of responses in scoring Proposals. 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.

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 in order to allow the Committee to complete the evaluation process. The objective of requesting proposals is for the City to obtain the highest quality of services at a cost representing the best value to the City.

4.3 EVALUATION CRITERIA

1. INTRODUCTORY LETTER

- Include an Introductory Letter expressing interest in the project.
- Indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City’s standard contract, Attachment A, and meet the requirements of this RFP.
- Indicate the person 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 included.
- Letter signed by an authorized representative of the Proposer.
- Any exceptions to the City contract must be included in the Introductory Letter.

2. PROJECT UNDERSTANDING AND APPROACH

This evaluation component will allow the City to assess the Proposer's understanding of the services that are required to meet Project acceptance criteria for a successful project.

- Does Proposer present a clear and concise understanding of the overall Project and its objectives based on the available information?
- Is the Proposer willing to provide access to a minimally-configured demo system that is populated with test data?
- Proposer should list and describe the significant issues and concerns that need to be addressed.
- Key Personnel background and experience must be included.
- Other potential issues not previously indicated herein should be explained, along with any innovative or unique solutions.
- Include various general and specific tasks the Proposer views are important for prudent management and sequencing of the tasks required for a successful project.

3. REQUIREMENTS – EXHIBIT G

- Proposer must clearly and completely explain how they will support each Requirement as described in Section 2 Scope of Work and complete Requirements - Exhibit G.
- Is the Proposed Schedule the Proposer provided realistic and reasonable?
- Is the anticipated go-live date, February 28, 2017, deadline addressed with appropriate resources to support the Schedule?
- Does the Proposer describe a proposed training method and timeline?

4. USABILITY

- During Demonstrations, the Evaluation Committee will score the Requirements based upon Functionality and Ease of Use.
- The Proposer may participate in person at the City of Albany - City Hall or remotely. Demonstrations are anticipated to be a half day process.
- No costs associated with the on-site demonstrations will be reimbursed to the Proposer.

5. COST PROPOSAL - EXHIBIT F

- Proposer must provide a cost for all software, hardware, and services proposed on Exhibit F.
- Include the following costs in U.S. Dollars in the Cost Proposal: Software license, hardware and integration, deployment, travel, training, and annual support and maintenance.

6. REFERENCES AND INTERVIEWS

- Proposer shall provide a minimum of four (4) references from U.S. government agencies, counties or municipalities, who have implemented the Proposer's solution utilizing the same platform described in the Proposer's Response within the past two (2) years.
- Contact information should be complete and include contact names, phone numbers, e-mail addresses, and mailing addresses.
- References must be listed on Exhibit A. References must be available and offer adequate information when contacted by the City for a reference check.
- The City will conduct phone Interviews with Proposers to ask additional questions following Demonstrations. Interviews are expected to last approximately one (1) hour.

4.4 EVALUATION CRITERIA

The Evaluation Committee will be looking for a functional fit to existing business requirements, including efficiency and flexibility provided to support the Court’s business processes. Technical strengths must include the ability to configure, maintain, and upgrade.

Introductory Letter	Pass/Fail
Project Understanding and Approach	Pass/Fail
Requirements	35
Usability	30
Cost Proposal	25
References and Interviews	10
TOTAL POINTS AVAILABLE IS 100	100

4.5 RANKING OF PROPOSALS

1. Proposals may be ranked by the Evaluation 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 Evaluation Review Committee.
2. Contractor’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.

4.6 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.

4.7 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 5 – CONTRACT REQUIREMENTS

5.1 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 defined 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 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 Sample 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 non-responsive.

5.2 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.

In addition, the Proposer must also submit documents addressing Commercial General Liability Insurance, Automobile and Collision Insurance, Professional Liability Insurance, and Cyber Liability Insurance. An overview of the Insurance Requirements is defined in Exhibit E. Proposers must submit Exhibit E to acknowledge and accept the insurance requirements noted therein.

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

ATTACHMENT A – SAMPLE CONTRACT
STANDARD TERMS AND CONDITIONS
AGREEMENT TO FURNISH PROFESSIONAL SERVICES AND
MUNICIPAL COURT MANAGEMENT SOFTWARE
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 CONTRACTOR, agrees to provide **Municipal Court Management Software** application, training, implementation support and support services for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as CITY. This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the complete Request for Proposals, Addenda, Statement of Work, Proposal Response, Clarifications, and all Exhibits and Attachments.

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

ARTICLE II: RESPONSIBILITIES OF CONTRACTOR

A. Notice to Proceed. CONTRACTOR 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 Services.

CONTRACTOR shall provide the following:

1. Advanced municipal court management software that provides robust financial, reporting, scheduling, and jury/case management functionality that will integrate with the Laserfiche DMS
2. Public, secure online payments of court fees
3. Interface with Sungard OneSolution RMS
4. Interface with Tyler (Eden) ERP
5. User-friendly and responsive public interface and intuitive, easy-to-use staff interface
6. Application, technical, and administration training
7. Ongoing, 24x7 support and maintenance

C. Level of Competence. CONTRACTOR is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professionals in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.

D. Lead Contractor. _____ shall serve as the Lead Contractor for the Project described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.

- E. Documents Produced. CONTRACTOR agrees that all work products produced by CONTRACTOR 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, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. State or Federal Requirements. CONTRACTOR 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, CONTRACTOR 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 role of law, such provision shall be deemed modified to ensure compliance with said statute or role of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, 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.
- H. Record Retention and Review. The CONTRACTOR 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 CONTRACTOR to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONTRACTOR. The CONTRACTOR will retain all records related to this Agreement for seven (7) 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 CONTRACTOR shall be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Identity Theft Protection Act. CONTRACTOR, and its subcontractors to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the City's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 Form to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONTRACTORS must complete the City's ACH Vendor Direct Payment Authorization Form. The form is available on the City website at <https://www.cityofalbany.net/departments/finance/city-purchasing/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY shall authorize CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, obtain advice of an attorney, insurance counselor, accountant, auditor, and other contractors 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 CONTRACTOR.

ARTICLE IV: MODIFICATIONS

CITY or CONTRACTOR 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 the goods and services procured in Article I in accordance with the compensation provisions described in this Agreement and the deliverables set forth in the Cost Proposal.

- A. CITY will pay Software Licensing Fees at time contract is executed by both parties.
- B. CITY will pay 33% (\$xx) at the time of project kickoff
- C. CITY will pay 33% (\$xx) due upon acceptance of live (production) system
- D. CITY will pay the remaining 33% (\$xx) of the Services Fees upon successful Go-Live and demonstrated performance as determined by CITY and when the last documented outstanding issues have been resolved.
- E. CITY will pay the annual support and maintenance fee upon acceptance of successful implementation of live (production) system.

CITY reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to CITY under the Contract excluding Support and Maintenance. CITY will make final payment of any balance due to Contractor promptly upon verification of completion and acceptance of all Services by CITY.

The CITY shall remit payment within thirty (30) days of receipt of a monthly billing from the CONTRACTOR. Such billing shall be only for services provided to that point. 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 CONTRACTOR 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 annual budget shall include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

The CONTRACTOR 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 CONTRACTOR, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONTRACTOR shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability Insurance:** 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:** 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.
5. **Cyber Liability Insurance:** Technology Errors and Omissions; Information Security & Privacy Liability.

B. Minimum Limits of Insurance

CONTRACTOR 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 to this project.

2. **Automobile Liability:** \$2,000,000 Per Occurrence
3. **Employers Liability:**
 - \$ 500,000 Each Accident
 - \$ 500,000 Disease Aggregate
 - \$ 500,000 Disease Each Employee
4. **Professional Liability**
 - \$2,000,000 Per incident/Claim
 - \$2,000,000 Annual Aggregate
5. **Cyber Liability -** Technology Errors and Omissions; Information Security and Privacy Liability.

Coverage shall include limits of not less than \$2,000,000.

CONTRACTOR shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the Services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

Technology Products & Services E&O - Information Security & Privacy Liability for Service Provided to Others.

Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of Products, Services and Software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of not less than \$2,000,000 and shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the CITY for three years following termination or expiration of this Contract.

Insurance Requirements for Subcontractors. (04/10) Should CONTRACTOR subcontract any part of the Contract, CONTRACTOR will require those Subcontractors or Affiliates if not covered under CONTRACTOR'S insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above.

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 CONTRACTOR 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 CONTRACTOR'S or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured Endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the CONTRACTOR 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 subcontractors by the CONTRACTOR or subsidiary or affiliate Firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONTRACTOR shall remain fully responsible for the work performed, whether such performance is by the CONTRACTOR or subcontractors. No subcontractors 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 CONTRACTOR.

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of CITY and CONTRACTOR 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 CONTRACTOR may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONTRACTOR may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by this Agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by written notice from the party initiating termination no less than fifteen (15) days in advance of the effective date of termination. Such notice of termination shall be delivered by certified mail with a receipt for delivery returned to the sender.

In the event of termination, CONTRACTOR 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. CONTRACTOR 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. Upon termination, CONTRACTOR shall provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONTRACTOR'S possession at the time of termination or received later.

If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: FORCE MAJEURE

Neither the CITY nor the CONTRACTOR 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 XIII: DISPUTE COSTS

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

ARTICLE XIV: CONFLICT AND SEVERABILITY

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

ARTICLE XV: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE XVI: COOPERATIVE PURCHASING

Pursuant to ORS 279A.205 thru 279A.215, other Public Agencies and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the purchase agreement resulting from this RFP unless CONTRACTOR expressly notes in the proposal that the prices quoted are available to the City only. The condition of such use by other Agencies is that any such Agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the CONTRACTOR; the City accepts no responsibility for performance by either the successful CONTRACTOR or such other Agency using this Agreement. With such condition, the City consents to such use by any other Public Agency.

ARTICLE XVII: COURT OF JURISDICTION

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

CONTRACTOR:

Date: _____

By: _____

CONTRACTOR

By: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

_____ Corp. Tax No./Social Security No.

CITY OF ALBANY, OREGON:

Date: _____

By: _____

Stewart Taylor, Finance Director

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT A - REFERENCES

Proposer Name: _____

Provide at least four references with telephone numbers and e-mail addresses. References must be able to verify the quality of your previous work in the proposed area of work. Include software user contact if different than organization contact. Add additional pages if needed.

REFERENCE 1

Organization Name	Telephone
Contact Person	E-Mail
Mailing Address	Contract Term
Project Description	

REFERENCE 2

Organization Name	Telephone
Contact Person	E-Mail
Mailing Address	Contract Term
Project Description	

REFERENCE 3

Organization Name

Telephone

Contact Person

E-Mail

Mailing Address

Contract Term

Project Description

REFERENCE 4

Organization Name

Telephone

Contact Person

E-Mail

Mailing Address

Contract Term

Project Description

EXHIBIT B - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish products and services for Municipal Court Management Software in accordance with this Request for Proposals, and Addenda, if applicable, for the term of the Agreement and certifies that the Proposer is not in any way involved in collusion and has no known apparent conflict of interest in submitting a 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 Qualifications, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

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

Disadvantaged, Minority, Emerging Small Business (DMESB) (check applicable box): Yes No

Intergovernmental Cooperative Procurement Participation Acceptance (check applicable box): Yes No

Reciprocal Preference Law – Residency (check box that applies): 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 Name

Telephone Number

Mailing Address, City, State, Zip

Tax Id Number/Social Security Number

Facsimile Number

Email Address

Signature

Date

EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

Signature: _____

Title: _____ Date: _____

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

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

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

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

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

Contractor
Signature: _____ Date: _____

**EXHIBIT 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, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Signature: _____ Date: _____

Print Name and Title _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

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

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$3,000,000.**

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

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

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

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

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

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

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.**

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

If this box is checked, the limits shall be \$5,000,000 per occurrence.

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

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

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

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss.

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

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

Contractor's Acceptance: _____

Completed at City by: Diane M. Murzynski

EXHIBIT F - COST PROPOSAL

In accordance with the Request for Proposal for the **Municipal Court Management Software** issued by the City of Albany, Oregon, the firm referenced below, hereby submits a Cost Proposal and Deliverables Schedule. Please add additional cost proposal pages/attachments as needed.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with the City of Albany for the services identified in the Request for Proposal. In addition, all City of Albany Project Requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Cost Proposal Format - Licensing Model

Describe the licensing model used (subscription, license, per user, per transaction, etc.).

Pricing

Annual license	\$
Annual maintenance & support	\$
Implementation/Deployment	\$
Data conversion	\$
Data migration	\$
Per-transaction costs (vendor, processor)	\$
3rd party integration costs	\$
Training (onsite)	\$
Training (remote)	\$
Hardware	\$
Other	\$
Total in U.S. Dollars	\$

EXHIBIT H – PROTECTED INFORMATION

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Independent Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City or an individual identified with the data or information in Independent Contractor’s custody or access.

To the extent that Independent Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Independent Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Independent Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Independent Contractor will notify the appropriate City contact no later than one hour after they are aware of the breach. Independent Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Independent Contractor will not undertake litigation on behalf of the City without prior written consent.
5. **Data Storage and Backup.** Independent Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Independent Contractor’s designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.

Independent Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Independent Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Independent Contractor. Independent Contractor further agrees that no City data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Independent Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.
7. **PCI Compliance.** Independent Contractor agrees to comply with Payment Card Industry Data Security Standard (PCI DSS). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a Payment Card Industry Qualified Security Assessor (PCI QSA).
8. **End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within seven (7) days of the request of an agent of City whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Independent Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Independent Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Independent Contractor must comply with the request, Independent Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Independent Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Independent Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Independent Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Independent Contractor further grants City the right, but not the obligation, to enforce these provisions in Independent Contractor's name against any of Independent Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Independent Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Independent Contractor and City.
12. **Criminal Background Check.** City shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the City's Criminal Justice Information System (CJIS) protected data, software systems, or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Independent Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

APPENDIX

EXHIBIT G - REQUIREMENTS