



REQUEST FOR PROPOSALS

Utility Bill Printing and Mailing Services

Issue Date: March 16, 2020

Due Date: April 14, 2020, 2:00 p.m. (Pacific Time)

Public Works Engineering & Community Development Director..... Jeff Blaine
Public Works Engineering & Community Development Business Manager Jeff Babbitt
Public Works Customer Service Supervisor.....Patty McInnes
IT Project Manager..... Sean Park
Purchasing Coordinator Diane M. Murzynski, CPPO, CPPB

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

CITY OF ALBANY

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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be submitted by the time designated 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. The City will not accept responsibility for the timely delivery of any Proposal sent via a delivery service (FedEx, UPS, USPS, etc.). Proposer is solely responsible for the Proposal to be delivered to the correct location by the correct time.

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 six (6) 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 should include the following submittals to be considered responsive:

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



CITY OF ALBANY, OREGON
REQUEST FOR PROPOSALS (RFP)
Utility Bill Printing and Mailing Services

Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, April 14, 2020

Notice is hereby given that the City of Albany ("City") is requesting proposals from qualified Contractors to provide utility bill printing and mailing services for five years, with an option to extend two additional one-year terms.

The scope of services the Contractor must provide includes the following:

- Program and bill design services
- Print, insert, meter and mail utility bills
- Offer a one per-unit, all-inclusive fee, which includes all services except postage
- Secure data transmission of utility billing data between City and Contractor
- View and approve sample bills online before bills are printed and mailed
- Allow City to reprint utility bills on-demand
- Access to print at least two years of historical bills on-demand
- Electronic pre-sorting services to maximize postal discounts and mail bills at the lowest first-class rate
- Disaster recovery/failover facility to process utility bills without interruption if the Contractor's primary facility is unable to process utility bills
- Generate utility bills using data natively exported from the Tyler Munis Utility Billing application, including the mapping of Munis data and conversion to Contractor's format
- Incorporate restrictions - no subcontracting or third-party involvement for any element of the contracted services
- Experience with Tyler Munis Utility Billing application is preferred

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

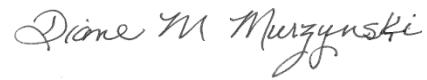
The City will post all addenda on the City website. Prospective Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at 541-917-7522. Inquiries concerning the scope of services should be directed to Sean Park, IT Project Manager, sean.park@cityofalbany.net, 541-917-7536.

Sealed proposals must be received by the City of Albany, at the Parks & Recreation Counter, not later than 2:00 p.m. (Pacific Time), Tuesday, April 14, 2020, addressed to the City of Albany, Finance Department, Attention: Diane Murzynski, CPPO, Purchasing Coordinator, 333 Broadalbin Street SW, Albany, OR 97321. The outside of the envelopes shall plainly identify: (1) the name of the RFP, (2) the RFP closing date and time, and (3) the name and address of the proposer. Electronic proposals will not be accepted. Proposals received after the designated time and date will not be opened.

Time is of the essence to acquire a contractor to provide services to fully implement utility bill printing and mailing services by September 30, 2020 in order to coincide with Munis Utility Billing go-live.

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 16TH DAY OF MARCH 2020.

A handwritten signature in cursive script that reads "Diane M. Murzynski".

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, March 16, 2020
Daily Journal of Commerce, on Monday, March 16, 2020

SECTION 1 – BACKGROUND AND INFORMATION

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 52,540, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5, and across the Willamette into the farms and wooded hillsides of North Albany.

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

Albany employs approximately 427.40 FTE employees and up to an additional 100 temporary employees seasonally. Employees work in one of nine departments. The departments are: Police, Fire, Parks & Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering & Community Development, and Public Works Operations. The City adopted a biennial budget, BN 2019-2021, on June 12, 2019, in the aggregate sum of \$346,824,200, including a General Fund budget for two years of \$86,703,600.

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

1.2 PROJECT DESCRIPTION

The City is replacing its utility billing management application and seeks to implement new utility bill printing and mailing services by utilizing a Contractor that can provide a flexible and dynamic service for City of Albany customers at a cost savings. The City currently processes approximately 20,000 bills per month and utility billing accounts are managed with Springbrook. The City is migrating to Munis Utility Billing in fall 2020.

The Contractor submitting a response to this RFP must accept full responsibility as the sole provider of all contracted services. It is the City's intent to partner with one Contractor that can provide all elements of utility bill printing and mailing services.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be received at the City of Albany Parks & Recreation counter, not later than **2:00 p.m., Pacific Time, on Tuesday, April 14, 2020.**

Submittal Address & Process Questions

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

Technical Questions/Scope of Work

Sean Park, IT Project Manager
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.**

2.2 RFP SCHEDULE

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

RFP Advertised	March 16, 2020
Date to Submit Changes or Solicitation Protests	March 26, 2020, 2:00 p.m.
Last Date for Addenda	April 9, 2020, 12:00 p.m.
Proposal Due Date	April 14, 2020, 2:00 p.m.
Evaluate Proposals	April 15-16, 2020
Interviews	April 20, 2020, 9-12:00 p.m.
Notice of Intent to Award	April 27, 2020
Protest Period ends (seven calendar days)	May 4, 2020, 12:00 p.m.
Council Contract Award	May 13, 2020
Contract Execution	May 15, 2020

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Albany reserves the right to make changes to the RFP by written addendum, which shall be posted on the City of Albany website. A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth above. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or

additional information must be submitted to the City of Albany no later than the date set in the RFP Schedule.

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

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

2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

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

2.5 CANCELLATION

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

2.6 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Proposals must be submitted by the time designated in the RFP Schedule at the City Hall Parks & 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 & Recreation Department. Any Proposals submitted

after the designated closing time or to any other location will be considered late and determined nonresponsive and will not be opened or returned. A Proposer's request for modification of a proposal, or withdrawal of a proposal received after closing date and time is late. The City shall not consider late proposals, late requests for modifications, or late withdrawals.

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.

2.7 CONDITIONS OF SUBMITTAL

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

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

2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

1. Proposers shall promptly notify the City of Albany of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.
2. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to 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 bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information shall be submitted in writing 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.

2.10 COMPETITION

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

2.11 SOLICITATION PROTESTS

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

2.12 COST OF RFP AND ASSOCIATED RESPONSES

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

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

1. The City of Albany reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is 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.
7. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.14 REJECTION OF PROPOSALS

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

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

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

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for 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 they are then fully in conformance with these Instructions to Proposers.

2.16 PROPOSAL OWNERSHIP

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

2.17 DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least 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.

2.18 AFFIRMATIVE ACTION

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

2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

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

2.20 PAY EQUITY COMPLIANCE

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

constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this Contract for cause.

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

2.21 SUBCONTRACTORS

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

2.22 IDENTICAL PROPOSALS

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

2.23 COMPLIANCE WITH STATE OF OREGON LAWS

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

2.24 NOTIFICATION OF INTENT TO AWARD

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

2.25 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 Bids are nonresponsive; (3) The City

has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

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

2.26 OBLIGATION TO AWARD

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

2.27 AGREEMENT

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

2.28 NOTICE TO PROCEED

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

SECTION 3 – GENERAL PROVISIONS

3.1 DEFINITIONS

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

CITY, OWNER means the City of Albany, Oregon.

CITY CUSTOMER DATA means any data that is transmitted or otherwise provided to the CONTRACTOR by the City for the purposes of generating and mailing utility bills.

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

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

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

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

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

IMPLEMENT, IMPLEMENTED, IMPLEMENTATION means the complete and total fulfillment of all elements outlined in the Scope of Work that are required to be completed prior to utilizing the system in a production environment in the capacity for which it was purchased.

NIST means National Institute of Standards and Technology (NIST).

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

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

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

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

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

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

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

3.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

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

Sean Park
IT Project Manager
Phone: 541-917-7536
sean.park@cityofalbany.net

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

3.3 NOTICES, INVOICES, AND PAYMENTS

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

CITY OF ALBANY
Attn: Accounts Payable
P.O. Box 490
Albany, Oregon 97321
accountspayable@cityofalbany.net

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

SECTION 4 - SCOPE OF WORK

4.1 REQUIRED SERVICES

The City of Albany is requesting proposals from qualified Contractors to provide services for printing and mailing utility bills in accordance with the Scope of Work.

4.2 CONTRACT TERM

The term of this contract shall be for five years, beginning May 2020, with an option to extend two additional, one-year terms. City reserves the right to negotiate an additional three one-year terms by mutual agreement of both parties.

Implementation shall begin within ten days after the receipt of the City's Notice to Proceed. Implementation shall be considered complete when all elements of the Scope of Work have been verified by the City as completed.

4.3 SCOPE OF WORK

This purpose of this project is to implement utility bill printing and mailing services that are integrated with Munis Utility Billing. The Contractor shall:

- Provide a complete solution to print and mail approximately 20,000 utility bills per month.
- Bills must be printed on blank 8.5" x 11", 24 lb. recycled paper with a perforation integrated into the final bill design so that the customer may tear off the payment stub. Printing resolution will be at least 600 x 600 DPI. The paper the bill is printed on shall have a brightness factor to allow a contrast ratio of paper to print that is satisfactory to the City. Samples of actual production bills, based on City-specified format and data elements, will be provided to the City for review prior to implementation.
- Print, insert and mail all utility bills within twelve (12) hours after successful receipt of the billing data file from the City.
- Ensure City's utility billing customers receive bills no later than two (2) business days after receipt of billing data file from the City.
- Combine bills at the same address and name into one envelope.
- Only insert envelopes into bills for customers that do not have electronic billing and have a balance due.
- Provide for multiple font types and font sizes on the bills.
- Generate bills in a physical format and printed layout specified by the City.
- Utilize address verification to minimize postage costs.
- Provide means to accommodate occasional billing inserts.
- Provide means for City staff to alter data and formatting elements of the production bill.
- Provide address cleansing services and reports indicating all incomplete addresses in a billing file that could not be certified by the USPS along with a list of all address updates that have

been implemented to reduce or eliminate any returned mail. Proposer will also subscribe to USPS Address Service Requested services for purposes of mail forwarding to customers who have moved.

- Provide means of secure transmission of the Utility Billing data files between City and Contractor.
- Provide means to import the Munis Utility Billing data file into the proposed solution.
- Provide means for the proposed solution to accept the Munis Utility Billing file as generated by Munis, and any mapping and conversion of the Munis Utility Billing data file from its native format, as required.
- Ensure confidentiality and security of all City customer data, to include physical security of data storage facilities and restricted access to City billing customer data.
- Only utilize, access, store, transmit, or receive City customer data for the purposes of printing and mailing bills according to this Scope of Work.
- Never disclose City customer data to any entity that is not the Contractor.
- Implement appropriate measures designed to ensure the confidentiality and security of City customer data, 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 Contractor's custody or access.
- At all times maintain commercially reasonable network and data security that, at a minimum, includes network firewall provisioning, intrusion detection/prevention and periodic third-party penetration testing. Likewise, Contractor agrees to maintain network and data security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST).
- In the event of a security breach or unauthorized disclosure of City customer data, Contractor shall notify the appropriate City contact no later than one (1) hour after Contractor is aware of the breach or unauthorized disclosure. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the City without prior written consent. In the event of a security breach of personal information as defined in ORS 646A.600, the City's costs for breach notices, consumer credit monitoring, regulatory penalties, fines, investigations, and forensic activities arising from a data or security breach or unauthorized disclosure of City customer data shall be considered direct damages.
- Agree that any and all City customer data will be stored, processed, and maintained solely on designated servers and that no City customer 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 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 a City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City IT Project Manager for any general or specific case.

- Agree to store all City customer backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.
- Provide disaster recovery services for uninterrupted delivery of utility bills in the event the primary facility is unable to deliver services according to this scope of work.
- Be responsible for all costs associated with regenerating, reprocessing, reprinting or remailing City's utility bills caused by programming or production error(s) or failure(s) caused by the Contractor.
- Provide live, direct (no third-party) technical support that is available via phone and/or email between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time with initial response time of 30 minutes or less for critical technical issues. Critical issues are defined as those issues that negatively affect City business processes to the degree that City customers do not receive accurate utility bills, or utility bills cannot be delivered by the agreed upon schedule.
- Assume full responsibility and contractual obligation to complete and adhere to all elements of this scope of work.

4.4 INDEPENDENT CONTRACTOR (ORS 670.600)

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

4.5 PROJECT SCHEDULE AND PLAN TIMELINE

The City expects the Proposer selected for award of contract to start work as soon as a contract is executed. Refer to Attachment A for the City's Standard Services Agreement. The City anticipates all work will be completed by September 30, 2020.

The specific dates for events and the deliverable timelines will be determined after the selection of the Contractor and outlined in the Statement of Work. The Contractor will propose a detailed Project Schedule, Work Plan, and Cost Proposal Summary with an explanation of how the Contractor will meet the Project requirements and desired timeline on schedule and within budget.

4.6 PROJECT MANAGEMENT

Contractor shall provide the following:

- a) 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.
- b) Initiate contract execution via email with the City IT Project Manager within five (5) business days of contract award and execute contract within 20 business days of contract award.

- c) Schedule an Initial Meeting with City IT Project Manager within 10 days of contract signing.
- d) Submit a detailed Project schedule, in electronic format, within 10 days of contract signing.
- e) Distribute an updated Project schedule, in electronic format, during the weekly status meeting reflecting any Project schedule change(s).
- f) Submit a detailed statement of work within 10 business days of contract signing.
- g) Deliver regular (minimum weekly) status reports to the City IT Project Manager to verify Project progress, discuss critical and major issue resolution, discuss 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 (email).
- h) Conduct regular status meetings (minimum weekly) with the City's Project Team to verify the Project is meeting the established schedule and budget.

4.7 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.

4.8 PROJECT DELIVERABLES

- Project Schedule explaining how Contractor will meet the completion date of September 30, 2020 at Initial Meeting.
- Successfully import Munis Utility Billing data file into Contractor system.
- Generate a prototype bill that meets all City criteria for format and data presentation.
- Generate a prototype batch of utility bills using City's production data.
- Demonstrate on-demand reproduction of historical bills using City's production data.
- Demonstrate batch review processing using City's production data.
- Demonstrate bill insertion using City's production data.
- Web management interface populated with required staff accounts, permissions, and functionality.

SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

5.1 SUBMITTAL PROCESS

Each Proposer should provide six (6) total 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. Sealed proposals must be received by the City of Albany, at the Parks & Recreation Counter, not later than the listed due date in the RFP Schedule. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be submitted in a sealed envelope and the outside of the envelope shall plainly identify: (1) the name of the RFP, (2) the RFP closing date and time, and (3) the name and address of the Proposer.

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

5.2 PROPOSAL FORMAT

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

5.3 PROPOSER REPRESENTATIONS

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

5.4 JOINT PROPOSALS

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

5.5 PROPOSED PROJECT TEAM

The Proposer shall acknowledge and agree that if selected, the Proposer is entering into this contract because of the special qualifications of the Proposer's key personnel. In this contract the City is engaging the expertise, experience, judgment, and personal attention of key personnel. The Proposer

shall not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City Representative. Proposer will provide City with key personnel who have experience with the Proposer's company and services.

5.6 PROPOSAL REQUIREMENTS

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

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

5.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL

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

1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Services Agreement, Attachment 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 email address, telephone, and fax numbers. Any exceptions to the City's Standard Services Agreement should be provided within this Letter. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter. Proposer should supply a copy of their Service Level Agreement.

2. Experience, Qualifications, and Project Team

Proposer shall provide the following:

- a. The history of the firm including the number of locations, length of time in business, number of employees, and approximate number of projects worked on per year.
- b. A resume of the lead Contractor/Project Manager.
- c. A minimum of four (4) examples of related/relevant private or public projects.

3. Project Approach and Understanding

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

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

Proposers must present a Work Plan and Deliverable Schedule that best addresses and fulfills the project objectives and the City's needs as described in Section 4 Scope of Work.

Work Plan must include:

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

Deliverable Schedule must include:

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

Cost Proposal Summary:

- a. Costs proposed should be listed on Exhibit A and submitted in a separate sealed envelope.
- b. List the Project Team individuals by name and include their hourly rate and total hours for the specific tasks indicated in Section 4.
- c. Individual's travel costs for workshops, meetings, or other activities, and materials and supplies are considered incidentals.

5. References

Provide four (4) references from customers for whom the Proposer is currently or has previously provided services defined in this RFP, within the last three (3) years. References should include government agencies. Include the contact names, phone number, email, and mailing address. References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. Proposer shall provide reference information on Exhibit B. Additional references may be contacted by the City at its discretion.

5.8 **ADDITIONAL ATTACHMENTS REQUIRED**

1. Cost Proposal Summary (Exhibit A in a separate sealed envelope.)
2. References (Exhibit B).
3. Non-Collusion and Conflict of Interest Certification (Exhibit C)
4. Certification Statement for Corporation or Independent Contractor (Exhibit D)
5. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit E).
6. Certification of Insurance Requirements (Exhibit F).
7. Technical Requirements (Exhibit G).
8. Addenda - All addenda of this RFP should be submitted as part of the Proposal Response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Albany. Addenda are posted on the City of Albany's website.

SECTION 6 – EVALUATION CRITERIA

6.1 SELECTION PROCESS

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

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

6.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of at least three (3) members. The role of the Selection Review 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 Selection Review 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 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. The City is seeking value from the service requested. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

6.3 EVALUATION CRITERIA

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

6.3.1 INTRODUCTORY LETTER

- Did Proposer include an Introductory Letter indicating an expression of interest in the project and the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Agreement?

- Were any exceptions to the City contract included in the Introductory Letter?
- Did the Proposer indicate the person(s) authorized to represent the Proposer in negotiations and legally authorized to sign the Agreement?
- Did Proposer submit a copy of their Service Level Agreement?

6.3.2 EXPERIENCE AND QUALIFICATIONS

- Did the Proposer provide adequate detail to determine the firm and the employees' qualifications and experience providing the required services?
- Did the Proposer describe the proposed key personnel/employees' qualifications and experience relating to the described scope of work and the proposed Project Team?
- Does the Proposer have adequate relevant experience?
- Will the proposed experience of the firm and employees meet the needs of the City?

6.3.3 PROJECT TEAM

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

- Does the Project Team's qualifications and experience relate to the requested services?
- Will the proposed experience of the Team meet the needs of the City?
- Are there similar projects in complexity and duration, and the jurisdiction in which the work occurred characterizes the proposed Project Team's work quality and "successful" project results?

6.3.4 PROJECT APPROACH AND UNDERSTANDING AND WORK PLAN

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

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

6.3.5 COST PROPOSAL SUMMARY

This evaluation component will confirm whether Proposer can meet the overall milestones identified in Section 4. A complete Cost Proposal should be submitted on Exhibit A and be sealed in a separate envelope.

6.3.6 REFERENCES

- Did the Proposer provide four (4) references and do the references clearly demonstrate the type of services provided and the length of service?
- Do the references represent the same types of services required by the City and did the references include government agencies?
- Did the Proposer provide four (4) references that utilize Tyler Munis Utility Billing?
- Were customers satisfied with the level of expertise and the qualifications of the key personnel and Project Team assigned?

6.3.7 TECHNICAL REQUIREMENTS

This component will confirm whether Proposer can meet the Technical Requirements outlined in Exhibit G.

- Did the Proposer provide explanation of how each of the technical requirements will be met by the proposed solution?
- Did the Proposer demonstrate integration of the proposed solution and Tyler Munis Utility Billing?

6.4 EVALUATION CRITERIA SCORING

Phase 1 Evaluation Factors. The RFP Selection Review Committee will evaluate proposals according to the pass/fail criteria below. If the RFP response fails any Phase 1 criteria the response will not be evaluated further, will not proceed to Phase 2, and the proposed solution will be removed from contention and will not be eligible for award.

Criteria	Description	Method
Response Format	Response was provided in correct format(s) and includes the necessary documents and files as outlined in Section 1.2, Section 2, and Section 5.2	Pass/Fail
Project Cost	A viable Cost Proposal was submitted.	Pass/Fail
Project Timeline	A viable Project Timeline was proposed.	Pass/Fail
Project Understanding and Approach	Proposer indicates a clear understanding of the work to be performed based upon their understanding of the City's needs and the comprehensiveness of their response to the RFP.	Pass/Fail

Phase 2 Evaluation Factors. The RFP Selection Review Committee will evaluate proposals that passed Phase 1 and award points according to the criteria below.

Criteria	Description	Points
Cost	10-year Total Cost of Ownership (TCO)	20
Ease of Use	Usability, Demonstrations, and may include site visits	15
Implementation Strategy	Project Plan and Timeline	10
References	Vendor References	10
Software	Satisfies Technical Requirements	30
Vendor	<ul style="list-style-type: none"> • Vendor viability and vision • Organizational strength • Recent experience with similar government entities • Vendor financial stability and viability • Vendor interviews • Service Level Agreement commitment 	15
Total points available:		100

6.5 INTERVIEWS

At the City’s option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Albany. Contractors invited to the interview will be responsible for making and paying for their own travel arrangements. The City will provide selected Proposers with a set of questions prior to the interview date.

6.6 RANKING OF PROPOSALS

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 Committee. 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.

6.7 NEGOTIATIONS

The City may commence serial negotiations with the highest ranked, eligible Proposers or commence simultaneous negotiations with all eligible Proposers. The City may negotiate: (a) the statement of work; (b) the contract price as it is affected by negotiating the statement of work; and, (c) any other terms

and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

6.8 BEST AND FINAL OFFERS

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

SECTION 7 – CONTRACT REQUIREMENTS

7.1 CONTRACT AWARD

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

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

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

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

7.2 INSURANCE REQUIREMENTS

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

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

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

ATTACHMENT A – *SAMPLE CONTRACT*

STANDARD TERMS AND CONDITIONS – SERVICE AGREEMENT TO FURNISH UTILITY BILL PRINTING AND MAILING SERVICES 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 utility bill printing and mailing services for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as CITY.

The term of this contract shall be for five years, beginning May 2020, with an option to extend for two additional one-year terms.

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

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 IV 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.

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

ARTICLE II: RESPONSIBILITIES OF 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 Service. CONTRACTOR agrees to provide services as defined in this RFP to the satisfaction of the City.
- C. Level of Competence. CONTRACTOR is employed to render services to the City and shall be responsible, to the level of competence presently maintained by other providers in good standing and engaged in the same type of services and other work products furnished under this Agreement. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state and local laws, codes and regulations.

- D. Lead Contractor. _____ shall serve as the lead Contactor to the City of Albany described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- E. Documents/Work Products Produced. CONTRACTOR agrees that all documents and 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, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Law. 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 rule of law, such provision shall be deemed modified to ensure compliance with said statute or rule 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 unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors complies with these requirements.
- 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 six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The 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 shall 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) as a condition of the City's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 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/finance/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

- L. Pay Equity Compliance. As required by ORS 279C.520, CONTRACTOR shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONTRACTOR'S employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONTRACTOR'S compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the CITY to terminate this Agreement for cause.
- M. Preference for Recycled Materials. As required by ORS 279A.125, CONTRACTOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- N. Compliance with Tax Laws. CONTRACTOR certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

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, 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 services procured in Article I in accordance with the Cost Proposal.

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

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any 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. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability:** Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. **Workers' Compensation Insurance:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.

4. **Cyber Liability Insurance:** Technology Errors and Omissions; Information Security and 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 on a "per project basis".

2. **Automobile Liability:** \$2,000,000 Per Occurrence
3. **Employers Liability:**
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease Aggregate
 - \$1,000,000 Disease Each Employee
4. **Cyber Liability - Technology E/O:**
 - \$5,000,000 per incident/claim
 - \$5,000,000 policy annual aggregate

CONTRACTOR shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform 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:

- a) Technology Products & Services E&O - Information Security & Privacy Liability for Service Provided to Others.
- b) 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.
- c) Such insurance shall include limits of coverage of not less than \$5,000,000 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. 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 the 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: EARLY TERMINATION OF WORK

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

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

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

ARTICLE XIII: NOTICES

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

City:

Utility Bill Printing and Mailing Services
ATTACHMENT A – SAMPLE CONTRACT

With copy to:

Request for Proposals
Page 36 of 49

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

City of Albany
Attn: Peter Troedsson, City Manager
P.O. Box 490
Albany, Oregon 97321

ARTICLE XIV: 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 XV: DISPUTE COSTS

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

ARTICLE XVI: CONFLICT AND SEVERABILITY

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

ARTICLE XVII: CONSTRUCTION

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

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the 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 XIX: COURT OF JURISDICTION

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

ARTICLE XX: EFFECTIVE DATE

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

ARTICLE XXI: ELECTRONIC SIGNATURES

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

CONTRACTOR:

Date: _____

By: _____

Title: _____

By: _____

Title: _____

Note: Signatures of two officers are required for a corporation

Mailing
Address: _____

Telephone: _____

Fax: _____

Tax Identification No.

CITY OF ALBANY, OREGON:

Date: _____

By: _____

Jeff Blaine, PE, Public Works
Engineering and Community
Development Director

APPROVED AS TO FORM:

By: _____

M. Sean Kidd, City Attorney

EXHIBIT A - COST PROPOSAL SUMMARY

In accordance with the RFP requirements, the firm referenced below hereby submits a Cost Proposal Summary. Cost Proposals must be submitted in a separate sealed envelope within the Proposal Response. Additional pages may be used for clarifications.

Initial and Ongoing Cost Summary			
Description	Licensing and Implementation (Initial) Cost	Annual Cost	Comment
Initial setup			
Per-unit all-inclusive fee (except postage)			
Maintenance fees			
Web management interface fees			
Other initial or ongoing fees or charges			

Services Cost Summary		
Description	Cost	Comment
Data import development		
Implementation		
Design		
Training		
Travel		
Other		

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

Company Name: _____ Phone: _____ Fax: _____

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

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

Signature: _____ Title: _____

Date: _____ Email: _____

EXHIBIT B - REFERENCES

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

REFERENCE 1

Organization Name

Telephone

Contact Person

Email

Mailing Address

Contract Term

Project Description

REFERENCE 2

Organization Name

Telephone

Contact Person

Email

Mailing Address

Contract Term

Project Description

EXHIBIT B - REFERENCES

REFERENCE 3

_____ Organization Name	_____ Telephone
_____ Contact Person	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	

REFERENCE 4

_____ Organization Name	_____ Telephone
_____ Contact Person	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	

EXHIBIT C - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, Exhibits, Attachments, and Addenda, if applicable, for the term of 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 Proposals, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

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

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

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

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

Proposer's Firm Name

Telephone Number

Mailing Address, City, State, Zip

Tax Identification No.

Fax Number

Email Address

Signature

Date

EXHIBIT D – 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 E - 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 F – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense the 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 \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126. Check this box if Contractor is exempt and provide qualified reason: _____.

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

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

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

- 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 – This coverage is on a claims-made basis. Coverage must have a limit of not less than \$5,000,000 per incident/claim and \$5,000,000 policy annual aggregate.

- 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 for 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: "Project Name: Additional Insured - The City of Albany, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions and exclusions." A copy of the Endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321. Certificates of Insurance may be faxed to the City of Albany, Finance Department, Attn: Diane Murzynski, 541-917-7511.

Contractor's Acceptance: _____

Requirements prepared by Diane Murzynski

EXHIBIT G – TECHNICAL REQUIREMENTS

Contractor shall explain how the proposed solution currently meets the technical requirements in the table below.

ID	Requirement	Description of how proposed solution <u>currently</u> meets the requirement
01	Provide programming and bill design that comport with Munis Utility Billing bill formats	
02	Printed bills provide the required data fields	
03	Allow for varying font sizes, tables, and spacing of the bill data elements	
04	View and approve sample bills before bills are generated, printed, and mailed	
05	Notification that bills are ready for viewing and approval	
06	Ability to omit individual(s) and groups of bills based on set criteria	
07	Job tracking with timestamps and USPS delivery times	
08	Postage charge breakdown for each billing cycle	
09	Address verification	
10	Delivery point verification that physical address is serviced by USPS	
11	Print bills on desired paper	
12	Insert bills into desired envelope	
13	Combine bills of the same name and address in the same envelope for mailing	
14	Selective insertion of envelopes to distinguish between customers who do not use e-billing	
15	Reprint bills on demand (individual and group based on criteria)	
16	Access and print historical utility bills on demand	
17	Utility billing history reports and analysis	
18	Electronic presorting services that minimize mailing costs	
19	Disaster recovery/failover for uninterrupted delivery of utility bills	
20	Generate bills using data exported from Munis Utility Billing	
21	Map data exported from Munis into Contractor's required format	
22	Confidentiality and security of customer data, including discarded physical documents	
23	Security and disposition of customer data backups	
24	Technical support methods and availability	

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 include 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 PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
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 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 the City.