



COA-RFP #2112-2

REQUEST FOR PROPOSALS FOR Housing Implementation Plan Services

Issue Date: Friday, December 3, 2021

Due Date: Tuesday, December 14, 2021, 2:45 p.m. (Pacific Time)

Community Development Director..... **Matthew Ruetters**
Long Range Planner**Anne Catlin, AICP**
Purchasing Coordinator **Diane M. Murzynski, CPPO, CPPB**

**For more information regarding this Request for Proposals,
contact procurement@cityofalbany.net.**

CITY OF ALBANY

TABLE OF CONTENTS

TABLE OF CONTENTS 1

PROPOSER’S SUBMITTAL CHECKLIST..... 2

REQUEST FOR PROPOSALS (RFP) 3

SECTION 1 – INTRODUCTION..... 4

SECTION 2 – PROCUREMENT REQUIREMENTS..... 6

SECTION 3 - SCOPE OF WORK 15

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS 21

SECTION 5 – EVALUATION CRITERIA 25

SECTION 6 – CONTRACT REQUIREMENTS..... 29

EXHIBIT A - COST PROPOSAL..... 30

EXHIBIT B – PROPOSER CERTIFICATION..... 31

EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
..... 32

EXHIBIT D - PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS..... 33

EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS 34

ATTACHMENT A – *SAMPLE CONTRACT* 36

ATTACHMENT B - PROCUREMENT DEFINITIONS 46

PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the proposer to email the proposal by the indicated deadline to the designated location. In response to COVID-19, NO proposals will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.). The City is not responsible for late or mishandled delivery. Proposals received after the designated closing time will be determined nonresponsive and will not be accepted.

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

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

The following should be received to be considered responsive:

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

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



CITY OF ALBANY, OREGON REQUEST FOR PROPOSALS (RFP)

Housing Implementation Plan Services

Proposals Due by 2:45 p.m. (Pacific Time), Tuesday, December 14, 2021

Notice is hereby given that the City of Albany (City), Oregon, is requesting proposals from qualified firms that can demonstrate competency and experience providing the following services:

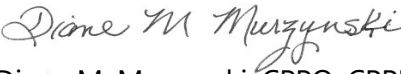
- Develop an equitable and actionable Housing Implementation Plan (HIP) to address Albany's diverse housing needs identified in the 2020 Housing and Residential Land Needs Assessment to 2040.
- Provide technical analysis and recommendations related to tools, policies and strategies to increase the supply and affordability of Albany's housing stock.
- Participate in community engagement planning and implementation to enlist a broad spectrum of residents and others with knowledge and experience in developing or providing affordable and market rate housing.

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

Time is of the essence to acquire a qualified firm to provide housing implementation plan services to the City of Albany. Proposal responses must be submitted to procurement@cityofalbany.net, not later than 2:45 p.m. (Pacific Time), Tuesday, December 14, 2021. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "Housing Implementation Plan Services".

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

DATED THIS 3RD DAY OF DECEMBER 2021.


Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

SECTION 1 – INTRODUCTION

1.1 BACKGROUND

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

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

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

The Community Development Department is composed of the Planning and Building Divisions and works closely with other departments to ensure that development occurs in a safe, orderly, and efficient manner, and is consistent with broader City and community goals as expressed through the City's Comprehensive and Strategic Plans.

The City of Albany adopted its first comprehensive plan in 1980. Albany's most recent citywide Buildable Lands Inventory (BLI) and Housing and Residential Land Needs Assessment to 2040 were both adopted in 2020.

More information is available on the following City webpages:

- <https://www.cityofalbany.net/cd/housingneeds>
- <https://www.cityofalbany.net/cd>

1.2 PROJECT INFORMATION

The City of Albany Community Development Department is seeking a qualified firm to engage the community in the development of an equitable and actionable Housing Implementation Plan (HIP).

Albany is not yet required to develop a Housing Production Strategy per House Bill 2003 but is committed to evaluating policies and strategies the City can employ to address Albany's current and future housing needs identified in the City's recently adopted Housing and Residential Land Needs Assessment to 2040 (HNA).

The City hopes to build upon community conversations and support around the Expanding Housing Options project that will update the City's development code and Comprehensive Plan to comply with House Bill 2001. Anticipated adoption is December of 2021, or January 2022.

The HIP will provide a needed structure for housing strategies evaluation/conversation and is the logical next step for Albany. The HIP will prioritize housing needs and outline actionable policies, strategies, and implementation steps needed to encourage the production of needed housing. Further, it will provide the foundation for updating the Housing element of the Albany Comprehensive Plan.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted in non-editable PDF format to procurement@cityofalbany.net, by Tuesday, December 14, 2021, no later than 2:45 p.m. (Pacific Time). The email subject line should include the project name "Housing Implementation Plan Services".

Submittal Address & Questions

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

Scope of Work

Anne Catlin
Planner III, Community Development
anne.catlin@cityofalbany.net

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

2.2 RFP SCHEDULE

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

RFP Issued	December 3, 2021
Proposals Due	December 14, 2021, 2:45 p.m.
Evaluate Proposals	December 15, 2021
Notice of Intent to Award	December 16, 2021
Protest Period ends (seven calendar days)	December 23, 2021, 12:00 p.m.
Contract Award and Execution	December 27, 2021
Contract Begins	January 2022

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Albany reserves the right to make changes to the RFP by written addenda posted on the City of Albany website. A prospective proposer may request a change to the RFP by submitting a request to contracts@cityofalbany.net. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted no later than the date set forth in the RFP Schedule.

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

City of Albany.

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

2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

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

2.5 CANCELLATION

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

2.6 LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS

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

2.7 CONDITIONS OF SUBMITTAL

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

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

2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

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

2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information must be submitted to Diane Murzynski, Purchasing Coordinator, at contracts@cityofalbany.net. Answers will be provided to all proposers of record on the date that answers are available by posting to the City website.

2.10 COMPETITION

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

2.11 SOLICITATION PROTESTS

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

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

2.12 COST OF RFP AND ASSOCIATED RESPONSES

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

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

1. The City of Albany reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in a finding that the proposer is nonresponsive and consequent rejection of the proposal.
2. The City of Albany may obtain information from any legal source for clarification of any proposal or for information on any proposer. The City of Albany need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Albany may perform, at its sole option, investigations of the responsible

proposer. Information may include, but will not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Albany, become part of the public record and may be disclosed accordingly.

4. The City reserves the right to investigate references including customers other than those listed in the proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
5. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Albany reserves the right to negotiate revisions to the final contract, as well as price, with the successful proposer.
7. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.14 REJECTION OF PROPOSALS

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

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

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

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

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

2.16 PROPOSAL OWNERSHIP

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

2.17 DURATION OF PROPOSAL

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

2.18 AFFIRMATIVE ACTION

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

2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

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

2.20 PAY EQUITY COMPLIANCE

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

constitutes a breach that entitles the City to terminate this contract for cause.

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

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

2.21 SUBCONTRACTORS

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

2.22 IDENTICAL PROPOSALS

If the City receives proposals identical in price, fitness, availability, and quality and chooses to award a contract, the City will 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 of lots among the identical offers. The City will 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 will include the following laws of the State of Oregon and are hereby incorporated by reference into the agreement: ORS 279B.220 (Payment, contributions, liens, and withholding), ORS 279B.225 (Salvaging, recycling, composting or mulching yard waste material, if applicable), ORS 279B.230 (Payment for medical care and workers' compensation), and ORS 279B.235 (Hours of labor).

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, or their designee, if an email has not been provided.

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/proposals, or higher-ranked bids/proposals are nonresponsive; (3) The City has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document and the specific criteria and process being protested must be included; (4) The City has abused its discretion in rejecting the protestor's bid/proposal 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.

Written protests must be delivered to the Purchasing Coordinator at procurement@cityofalbany.net, 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. The written protest must specify the grounds for protest, must be received by the deadline provided in the notice of intent to award, and must be complete meeting all conditions addressed above, to be considered by the City, pursuant to ORS 279B.410(2). City will not consider a protest of contract award that is incomplete and 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(s) 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, or an agreed upon statement of work, if applicable. It is the City's intent to award an agreement in substantially the form of the sample agreement attached to this RFP document.

2.28 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 will begin.

2.29 RECIPROCAL PREFERENCE LAW

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

Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Phone: 503-378-4642.

2.30 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City's representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee shall also have authority to reject all work that does not conform to the contract documents. The representative for the purpose of administering this contract will be Anne Catlin, Planner III, 541-917-7560, anne.catlin@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 his/her/their obligation to perform acceptable work in conformance with these contract documents.

2.31 INVOICES

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

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

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

SECTION 3 - SCOPE OF WORK

3.1 REQUIRED SERVICES

The City of Albany is requesting proposals from qualified firms to prepare a hearings-ready Housing Implementation Plan for the City.

The purpose of this grant funded project is to build upon the City's recently completed HNA, BLI, and Expanding Housing Options (inclusive of HB 2001 compliance), and insight into community needs gained through these planning efforts to develop a HIP.

The project goals and objectives are to:

- Identify and assess policies and strategies to increase housing options and opportunities that meet the needs of Albany residents as projected in the 2020 HNA.
- Identify housing resources and constraints, including evaluation of existing strategies and recommendations for new actions to increase housing supply or provide regulatory streamlining.
- Engage a broad spectrum of the community in conversations and input around housing needs and strategies using a variety of strategies.
- Adopt policies and tools that promote fair and equitable housing choices for all residents, especially residents of protected classes and those experiencing housing insecurity.

3.2 CONTRACT TERM AND PROJECT SCHEDULE

The contract term will be approximately from December 27, 2021, through June 30, 2023. All work products must be completed by May 15, 2023. The City expects the selected contractor to begin work within seven (7) days after the contract is executed, with an opportunity to schedule the Task 1 Kick Off Meeting before January 1, 2022.

Proposer will provide a Project Schedule and an explanation of how the proposer will meet the project requirements and the desired timeline with their RFP Response.

3.3 SCOPE OF SERVICES

The City has identified the following proposed tasks, which represent the City's conception of how to proceed with a Housing Implementation Plan. Proposers may recommend changes and alternative approaches that would better achieve the project objectives within the specified time frame.

Task 1: Project Initiation

The purpose of the project kick-off is for the contractor to become familiar with local conditions and with City's planning documents, for the parties to confirm the objectives of the project and refine the project schedule, and for the City to prepare for the Project. Contractor and City will participate in a conference call, or meet in person, to ask preliminary questions, establish project expectations and become more familiar with city-specific concerns. Contractor will verify the action items identified through this initial virtual with the City and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined with mutual agreement by the City and the

contractor. Topics to be addressed during the kick-off meeting are expected to include:

- Potential background information and datasets available and needed to evaluate housing strategies
- Roles and responsibilities of contractors and city staff
- General approaches and methodologies for assessing and recommending housing strategies
- Community engagement plan and activities
- Project schedule

Preceding this task, the City will appoint a Task Force to provide guidance to City staff and the Contractor throughout the project. This group is expected to represent the following interests and organizations:

- City of Albany staff who have a role in planning for, providing, approving, or supporting housing or housing-related services
- Local non-profit and market rate housing developers, builders and/or contractors
- Linn-Benton Housing Authority
- Mayor
- Community members representing Council wards, the planning commission, and others with knowledge, experience or interest related to implementation of housing strategies

Contractor Deliverables:

- Summary of major tasks and action items for the Project
- Proposed Project schedule
- Project Management Meeting (PMT) #1 (teleconference)
- PMT meeting summary

Task 1 Timeline: December 2021/January 2022

Task 2: Community Engagement Planning and Implementation

At outset of the project, the Contractor will coordinate with the City to develop an overall strategy and schedule for public engagement activities. In addition to meetings of a project task force, the range, duration, and details of specific engagement strategies will be determined by the City and contractor and may include the following strategies, among others:

- Community Meeting(s) or Open House(s). These could include a combination of online and/or in-person meetings to maximize opportunities for people to participate both in-person and virtually. The format of specific meetings will depend on the type of information to be provided and the nature of feedback and engagement sought at any given point in the project.
- Stakeholder Meetings or Interviews. During the course of the project, the Contractor and staff may talk to local, regional, or statewide housing stakeholders to solicit information and opinions about strategies and best practices for their implementation. This may be done through interviews or meetings at the outset of the project or through a more informal process. City staff and the Contractor will identify key stakeholders for this process.

- Project Webpage. With assistance from the Contractor, the City will create a Project Webpage on the City's Website. It will include a brief overview of the project, schedule of public meetings meeting presentation materials, draft and final work products, a set of project FAQs (and answers), and contact information for the City's project manager. The Contractor will draft content for the Webpage and City staff will create and maintain it.
- Presentation Materials. The Contractor will prepare presentation materials for community meetings and/or work sessions and the Project Webpage. These same materials can be provided to local stakeholders as part of the interviews described above, and/or to other interested community members.
- Presentations to Community Groups. The City and Contractor will conduct presentations to local community organizations who have a role and stake in addressing housing strategies in Albany. The Contractor will prepare materials for these meetings and participate in selected meetings as agreed upon with City staff. The Contractor also will work with City staff to track the results of the meetings and summarize overarching issues and specific implementation strategies recommended during the meetings.

Contractor Deliverables:

- Draft and Final Community Engagement Plan
- Community meetings or workshops – preparation, presentation materials, participation, and summaries
- Project Webpage Content
- Stakeholder Meetings and Summary
- Additional presentation materials defined in Community Engagement Plan
- Community Group Presentations, including materials, tracking summary and participation in selected meetings

Task 2 Timeline: Duration of the project

Task 3: Housing Strategies Analysis and Draft Housing Implementation Plan

Contractor will provide a technical analysis of a housing strategies identified in the City's recently adopted HNA, tools identified as part of DLCD's Housing Production Strategies crowd-sourcing process, and other strategies being considered by the City and/or used by partner agencies in the Albany area, including those that may be needed to reduce the cost of housing and middle housing.

The strategies "menu" will include a brief description of each strategy, the type of party typically responsible for implementation, and whether the City is currently implementing a given strategy. This menu will be a starting point for further analysis and recommendations in subsequent tasks.

Contractor will prepare a background report and draft Housing Implementation Plan containing the following:

- Legal basis for consideration of the housing implementation strategy
- Tools and strategies available to develop and implement a successful housing implementation plan

- Impact on the relative cost, financial feasibility, and affordability of housing
- Any opportunities, constraints or negatives associated with adoption of the elements of the housing implementation plan
- Alternative analysis if the specific housing implementation strategy has options related to cost charges, regulatory standards, or other variables.
- Actions necessary for the local government and other stakeholders to take to implement the housing implementation plan

The City and contractor shall conduct two to three meetings of the project Task Force to review, discuss and refine housing strategies. The City and contractor also will schedule at least one public workshop or open house to present draft housing strategy implementation program report. City will solicit input from the public on the draft deliverables. Contractor will coordinate with City on meeting arrangements and facilitate the public meeting(s) and associated online survey or open house. The City and contractor shall conduct up to three PMT meetings during the course of this task. The City and contractor will provide a briefing to the City Planning Commission and City Council on progress to date, including Task Force review of the Housing Strategy Evaluation and Draft Housing Implementation Plan.

Contractor Deliverables:

- Draft and revised draft, and final Housing Strategies Evaluation
- Draft Housing Implementation Plan
- Presentation materials to explain preliminary analyses and findings to the Task Force, the public, and interest groups
- Task Force meetings and summaries (up to three)
- Participation and materials for community engagement events as defined in Task 2
- Public meeting or workshop and summary
- Participate in Planning Commission and City Council briefings (joint work session)
- Project Management (PMT) meetings and summaries (up to three meetings)

Task 3 Timeline: January- October 2022

Task 4: Hearings-ready Housing Implementation Plan

Contractor will prepare a hearings-ready final HIP document. Contractor and City staff will conduct a PMT meeting to review the draft documents and identify any changes prior to review with the Task Force. Contractor and City staff will conduct a final meeting with the Task Force to identify any remaining changes. Contractor shall prepare resulting final documents and an accompanying report identifying any needed implementing amendments to the City's Development Code, Comprehensive Plan, and Municipal Code specifically related to the HIP.

Contractor Deliverables:

- Project Management Meeting (PMT) to review input from Task 3
- Materials for Task Force, PC, CC and other meetings and engagement activities
- Revised Draft Housing Implementation Plan document

- Attend and facilitate Task Force meeting
- Final Draft Housing Implementation Plan document ready for adoption by Albany City Council and any related Comprehensive Plan amendments.
- Report to Albany Community Development department summarizing any recommendations for amendments to the comprehensive plan, municipal and development codes to implement the Housing Implementation Plan, prepared with assistance from City staff.

Task 4 Timeline: November 2022 – April 2023

3.4 CONTRACTOR'S EMPLOYEES

All personnel employed by the Contractor shall present a neat appearance and be courteous to the public. The City and the Contractor will promptly notify the other of any complaints received within 24 hours. The Contractor will utilize employees who can perform the work described in the scope of services in the RFP.

3.5 INDEPENDENT CONTRACTOR (ORS 670.600)

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

3.6 INCREASE OR DECREASE IN SERVICES

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

3.7 PROJECT MANAGEMENT

The City anticipates regular communication and coordination with City staff to discuss and evaluate interim work products, data needs and limitations, public and stakeholder input, engagement strategies, schedules, processes, and adjustments that may be necessary to meet City requirements and state grant deadlines.

The City reserves the right to request written status reports, if needed, to verify project progress, any project schedule or budget changes, and to document/discuss any other issues that may affect successful and on-time and on-budget project completion.

3.8 WORK PERFORMED BY CITY AND OTHERS

The selected proposer will coordinate with the City to implement the Project Schedule and Scope of Work. 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.

3.9 PROJECT DELIVERABLES

All draft and final products, including memos, reports, maps, graphics, or other media produced by this project shall be provided in digital media format. Digital media means a compact disc, digital video disc, USB flash drive, email, or FTP submittal authorized by the City of Albany's Information Technology department.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1. SUBMITTAL PROCESS

Proposals must be submitted electronically to procurement@cityofalbany.net, by Tuesday, December 14, 2021, no later than 2:45 p.m. (Pacific Time). The email subject line must include the project name "Housing Implementation Plan Services".

The total size limit for each email submittal should be less than 20 MB or proposal response may result in non-delivery to the City email bid/proposal repository. An automated response should be generated back to the sender stating, "Proposal has been received by the City." If a notification is not received by the sender, contact Diane Murzynski at diane.murzynski@cityofalbany.net, or 541-917-7522.

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

4.2. PROPOSAL FORMAT

Proposals should be prepared and submitted in non-editable pdf format and labeled to match those sections in the RFP and with all pages numbered. The Cost Proposal should be included and submitted as a separate PDF. Work Examples required below in Section 4.7.2 must be submitted as separate pdfs. A minimum of one pdf for each example provided.

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

4.3. PROPOSER REPRESENTATIONS

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

4.4. JOINT PROPOSALS

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

4.5. PROPOSED PROJECT TEAM

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

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

4.6. PROPOSAL REQUIREMENTS

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

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

4.7. PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

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

1. Transmittal Letter

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

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

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

2. **Project Team Experience & Qualifications**

A capable, dedicated project team is crucial to any successful project. Please identify the Project Team including the Proposer's experience and capabilities relevant to the proposed project tasks and deliverables in Section 3 and identify any other firms (subcontractors) included on the Project Team. Describe the scope of each firm's services and responsibilities during the project.

Describe each Team member's relevant experience in the last five years and knowledge of Oregon land use laws, statewide planning goals, and methodologies related to developing housing analyses and implantation plans and/or housing strategies. Include resumes of prospective Team members and identify the nature of work each person would be providing for this contract.

Work Examples. Submit at least two examples of related/relevant plans/analyses prepared by the Project Team and indicate member's assigned roles for the products. Please upload work samples as separate PDFs.

3. **Work Plan, Timeline & Deliverable Schedule, and Cost Proposal**

Proposers must present a Work Plan and Deliverable Schedule that best addresses and fulfills the project objectives and the City's needs as described in Section 3 Scope of Work. The Proposer will have primary responsibility for developing concepts and strategies and preparation of all meeting materials, plans, and related and documents.

Work Plan must include:

- a. Assigned personnel, including any subcontractors, hours anticipated, and by task.
- b. Proposed Project Manager, hours anticipated and by task.
- c. Clearly reflect work assignments and products to be completed by the Proposer or City staff.
- d. Proposed public outreach and engagement strategies.

Timeline and Deliverable Schedule must include:

- a. A Gantt chart to reflect the project timeline by date, tasks, and deliverables

Cost Proposal must include:

- a. Costs proposed should be listed on Exhibit A and submitted as a separate pdf.
- b. List the Project Team individuals by name and include their hourly rate and total hours for the specific tasks indicated in Section 3.
- c. Individual's travel costs for meetings, or other activities, and materials and supplies are considered incidentals.

4. Disclosure Statement

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

4.8 ADDITIONAL ATTACHMENTS REQUIRED

- Cost Proposal (Exhibit A, submitted as a separate PDF)
- Proposer Certification (Exhibit B)
- Certification Statement for Corporation or Independent Contractor (Exhibit C)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D)
- Certification of Insurance Requirements (Exhibit E)
- Addenda – Acknowledge addenda on the Proposer Certification (Exhibit B). Proposer should ascertain that they have received all addenda issued by the City of Albany.

SECTION 5 – EVALUATION CRITERIA

5.1 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 shall meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget in an efficient and cost-effective manner. The City intends to contract for the “best value” product and service that offers the desired level of quality at a reasonable price.

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

5.2 SELECTION REVIEW COMMITTEE

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

Proposals must provide a concise description of the proposer’s ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. 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.

5.3 EVALUATION CRITERIA

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

5.3.1 Transmittal Letter

- a. Included a statement of interest in the services and the ability to provide the entire scope of services.
- b. Indicated a willingness to enter into a contract based on the terms and conditions contained in the sample Agreement and the person(s) authorized to represent the proposer.
- c. Indicated exceptions to the Agreement, if any.

5.3.2 Project Team Experience and Qualifications

- a. Provided adequate detail to evaluate and determine the firm's (subcontractors) and the contractor's employees' qualifications and experience to provide the required services in the manner required and described in this RFP.
- b. Described the key personnel/employee's qualifications and experience relating to the described scope of work and the proposed project team.
- c. Does the Proposer/Project Team have adequate relevant experience and will the experience of the firm and assigned employees meet the needs of the City?
- d. Were at least two examples of related/relevant work submitted that demonstrate the Project Team's relevant experience?

5.3.3 Project Understanding and Work Plan

- a. Does the proposer present a clear and concise understanding of the overall project and its objectives based on the available information?
- b. Did proposer describe their approach to the project and specific methodologies and tools or resources for preparing a Housing Implementation Plan?
- c. Did proposer provide a Work Plan that addresses the proposed scope of services in Section 3, and/or include other potential tasks, subtasks, steps, or deliverables not previously indicated or any innovative or other approaches to accomplishing the project objectives?
- d. Did proposer provide a public outreach and engagement strategy?

5.3.4 Project Timeline and Deliverable Schedule

Timeline and Deliverable Schedule shall be included with the Proposal as specified in Section 4.7.

- a. Did Proposer present a Timeline and Deliverable Schedule that is reasonable to result in project completion on time?

5.3.5 Cost Proposal – Exhibit A

A complete Cost Proposal should be submitted on Exhibit A by task as outlined in Section 3 Scope of Services.

- a. Are the costs proposed reasonable based on the work products and hours proposed?

5.3.6 Disclosure Statement

Provided a disclosure statement, including summary of any lawsuits or disciplinary actions that may have occurred, and the outcome of the proceedings, if applicable.

5.4 EVALUATION CRITERIA SCORE GRID

Transmittal Letter	P/F
Project Team Experience and Qualifications	35
Project Understanding and Work Plan	35
Project Timeline and Deliverable Schedule	10
Cost Proposal (Exhibit A)	20
Disclosure Statement	P/F
Total Points Available	100

5.5 OPTIONAL INTERVIEWS

At the City’s option, virtual 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 interviews, if required, on the dates indicated in the RFP Schedule but may be revised if needed.

If held, a possible 50 points may be attributed to interviews. Interviews will be weighted no more than 25%. A set of questions may be provided to the selected proposers prior to the interview date at the City’s discretion.

5.6 RANKING OF PROPOSALS

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

5.7 NEGOTIATIONS

The City may commence 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.

5.8 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 6 – CONTRACT REQUIREMENTS

6.1 CONTRACT AWARD

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

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

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

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

6.2 INSURANCE REQUIREMENTS

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

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

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

EXHIBIT A - COST PROPOSAL

In accordance with the Request for Proposal for Housing Implementation Plan Services issued by the City of Albany, Oregon, the firm referenced below, hereby submits a Cost Proposal. Modifications to the template below can be made. The number of rows and tasks should correspond to Proposer's submitted Work Plan. Use additional pages to provide clarifications as needed.

Item	Description	Personnel	Hours	Hourly Rate	Amount (US \$)
Task 1: Project Initiation					
1					\$
2					\$
3					\$
Total Task 1					
Task 2: Community Engagement Plan and Implementation					
4					\$
5					\$
6					\$
Total Task 2					
Task 3: Housing Strategy Analysis and Draft Housing Implementation Plan					
7					\$
8					\$
9					\$
Total Task 3					
Task 4: Hearings-Ready Housing Implementation Plan and Report					
10					\$
11					\$
Total Task 4					
SUM OF ALL TASKS - TOTAL PROJECT COST					\$

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 – PROPOSER 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 actual or apparent conflict of interest in submitting a proposal.

Certifications

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

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

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

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

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

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

Addenda Acknowledgement – No. ____ Dated _____ No. ____ Dated _____ No. ____ Dated _____

Signature Block

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

Contractor Name/Title

Telephone Number

Mailing Address, City, State, Zip

Tax Identification No.

Fax Number

Email Address

Contractor Signature

Date

EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

Signature: _____

Title: _____ Date: _____

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

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

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

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

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

Contractor Signature: _____

Name/Title: _____ Date: _____

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Contractor Signature: _____ Date: _____

Name/Title _____

Company Name: _____

Phone: _____ Email: _____

EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor must 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. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126. Check this box if Contractor is exempt and provide qualified reason: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321. Renewal of certificates of Insurance may be emailed to City of Albany, Finance Dept., Diane Murzynski, at insurance@cityofalbany.net.

Signature Block:

Contractor's Acceptance: _____

Date: _____

Company Name: _____

ATTACHMENT A – *SAMPLE CONTRACT*
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO FURNISH HOUSING IMPLEMENTATION PLAN 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 Housing Implementation Plan Services to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”), to develop a Housing Implementation Plan. The contract term is for up to 18 months, beginning approximately December 27, 2021, through June 30, 2023.

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 will 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 will control. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of the CONTRACTOR and the CITY will 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 I I : 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 will 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 will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed and for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, if applicable, and other work products furnished under this agreement. CONTRACTOR must, at all times during the term of this Agreement, be duly licensed to perform the work, and if there is no licensing requirement for the profession or work, be duly qualified and competent. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.

- D. Key Personnel. _____ will serve as the lead contractor to the City of Albany for the services 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, will be considered property of the CITY, with an unlimited, royalty free license for CITY use, and will 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 will be deemed to be not in compliance with any statute or rule of law, such provision will 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 must 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 must ensure that each of its subcontractors complies with these requirements.
- H. Record Retention and Review. The CONTRACTOR must 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 will 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 will be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. CONTRACTOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, 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 available on the City website at <https://www.cityofalbany.net/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

- L. Pay Equity Compliance. As required by ORS 279B.235, CONTRACTOR must comply with ORS 652.220 and will 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.

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

- M. Preference for Recycled Materials. As required by ORS 279A.125, 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.

- O. Communicable Diseases. CONTRACTOR understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONTRACTOR could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONTRACTOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONTRACTOR'S participation.

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

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY will authorize CONTRACTOR upon execution of the contract to start work on any of the services defined in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from 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 will examine all studies, reports, specifications, proposals, and other documents presented by CONTRACTOR, obtain advice of an attorney, accountant, auditor, risk consultant and any 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 will not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications will 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 will 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 compensation provisions described in this Agreement and set forth in the Cost Proposal, Exhibit A.

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

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any 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 will be withheld, and the undisputed portion will be paid in accordance with this Article V.

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

ARTICLE VI: INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability:** Insurance Services Office (ISO) form CA 0001.
3. **Workers' Compensation:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. **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

B. Minimum Limits of Insurance

CONTRACTOR must maintain limits no less than:

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

\$2,000,000 General Aggregate

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

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

Use of subcontractors by the CONTRACTOR or subsidiary or affiliate Firms of the CONTRACTOR for technical or professional services will not be considered an assignment of a portion of this Agreement, and the CONTRACTOR will remain fully responsible for the work performed, whether such performance is by the CONTRACTOR or subcontractors. No subcontractors will be used without the written approval of the CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and 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 will be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The 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 will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: EARLY TERMINATION OF WORK

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

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the CITY terminates pursuant to Article XI(A), the CITY will pay the CONTRACTOR for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If the CITY terminates pursuant to Article XI(B), the CITY is entitled all remedies available at law or equity. In addition, CONTRACTOR must 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 will be paid.
- D. If the CITY'S termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and the CONTRACTOR will 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 must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONTRACTOR will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONTRACTOR must 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 must be in writing and will be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, or by postage prepaid. Notices must be addressed as follows:

City:

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

With copy to:

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

ARTICLE XIV: FORCE MAJEURE

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

ARTICLE XV: DISPUTE COSTS

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

ARTICLE XVI: CONFLICT AND SEVERABILITY

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

ARTICLE XVII: CONSTRUCTION

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

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the 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 will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XIX: COURT OF JURISDICTION

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

ARTICLE XX: EFFECTIVE DATE

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

ARTICLE XXI: ELECTRONIC SIGNATURES

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

HOUSING IMPLEMENTATION PLAN SERVICES AGREEMENT:

CONTRACTOR:

Date: _____

By: _____
Company

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address _____

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

Tax Identification No. (if incorporated)

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

CITY OF ALBANY, OREGON:

Date: _____

By: _____
Matthew Ruetters, Community
Development Director

APPROVED AS TO FORM:

By: _____
M. Sean Kidd, City Attorney

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

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

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

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

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

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, will include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting contract awarded as a result of this process, will constitute a calendar day of 24 hours measured from midnight to the next midnight.

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

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

URBAN GROWTH BOUNDARY or UGB means the boundary around the City of Albany that includes land where the City can grow through annexation.

URBAN FRINGE means the area outside the Albany City limits but within the Albany UGB.

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.