



Solicitation #RFP230412

REQUEST FOR PROPOSALS FOR INTEGRATOR OF RECORD

Issue Date: Monday, April 10, 2023

Due Date: Tuesday, May 9, 2023, 2:00 p.m. (Pacific Time)

Public Works Director **Chris Bailey**
Public Works Operations Manager **Kristin Preston**
PW Technical Services Manager **Mike Bryan**
Contracts and Procurement Officer **Diane M. Murzynski, NIGP-CPP, CPPO, CPPB**

**For more information regarding this Request for Proposals,
email contracts@cityofalbany.net.**

CITY OF ALBANY, OREGON

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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the Proposer to email the proposal response by the indicated deadline to the designated location. 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 addenda.

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, you may contact Diane Murzynski at contracts@cityofalbany.net or 541-917-7522. Proposers should submit responses within a reasonable amount of time before the proposal opening date and time to ensure email delivery is not late.

The following shall be received to be considered responsive:

- Introductory Letter
- Management Letter
- Disclosure Statement
- Technical Expertise and Qualifications
- Experience with Similar Projects
- Support Proximity and Availability
- Ancillary Support Services Provided
- Service Approach and Project Understanding
- Proposal Certifications (Exhibit A)
- Certification for Corporation or Independent Contractor (Exhibit B)
- Responsibility Certification (Exhibit C)
- Insurance Requirements (Exhibit D)
- References (Exhibit E)
- Evidence of Insurance, Bondability letter, if applicable
- Acknowledgement of all addenda on Proposal Certifications

Other than what is listed above, it is not necessary to submit any additional pages with the proposal.



CITY OF ALBANY, OREGON
REQUEST FOR PROPOSALS (RFP)
Integrator of Record

Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, May 9, 2023

Notice is hereby given that the City of Albany (City), Oregon, is soliciting proposals for an Integrator of Record to provide water and wastewater control system and instrumentation integration services, which includes upgrades and maintenance of the City's existing automation infrastructure and provide electrical services on an as-needed basis. The term of the contract will be for five years, commencing July 1, 2023, through June 30, 2028. The scope of services may include:

- Written recommendations from a control systems and instrumentation perspective when requested.
- Troubleshoot issues with City facilities; provide recommendations for improvements.
- Update or replace any existing programming that is not functioning as intended.
- Perform ongoing routine maintenance and repairs on the existing control system and instrumentation and affected components.
- Design and integrate any control systems and instrumentation required for future expansion of the water and wastewater systems.
- Provide emergency support services.

Solicitation documents can be downloaded from the City of Albany website at <https://www.cityofalbany.net/bids>, or examined at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321, Monday through Friday, 8:00 a.m. to 5:00 p.m. There is a \$35 charge to receive a printed copy of the documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions regarding the solicitation, contact Diane Murzynski, CPPO, Contracts and Procurement Officer, at diane.murzynski@cityofalbany.net, and Mike Bryan, PW Technical Services Manager, mike.bryan@cityofalbany.net.

Proposals must be submitted electronically to Diane Murzynski, in the Finance Department, at procurement@cityofalbany.net, and received not later than 2:00 p.m., (Pacific Time), Tuesday, May 9, 2023, or any extension of the time made by addendum. 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 "Integrator of Record". Proposals received after the closing date and time will not be opened or reviewed. Proposals shall be valid for 120 days after opening unless otherwise specified.

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 10TH DAY OF APRIL 2023.

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

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB
Contracts and Procurement Officer

PUBLISH: Albany Democrat-Herald, on Monday, April 10, 2023
Daily Journal of Commerce, on Monday, April 10, 2023

SECTION 1 – INSTRUCTIONS TO PROPOSERS

1.1 CITY BACKGROUND INFORMATION

The City of Albany is a municipal governmental entity providing a full range of services, including public transit; 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 include Police, Fire, Parks and Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering and Operations, and Community Development.

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

1.2 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Contracts and Procurement Officer will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests.

Submittal Address

City of Albany

Finance Department

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB

Contracts and Procurement Officer

333 Broadalbin Street SW, Albany, OR 97321

diane.murzynski@cityofalbany.net

Proposals must be submitted in non-editable PDF format to procurement@cityofalbany.net.

1.3 RFP SCHEDULE

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

RFP Advertised	April 10, 2023
Optional Pre-proposal Site Visit	April 18, 2023, 9:00 - 11:00 a.m.
Changes or Solicitation Protests	April 24, 2023, 12:00 p.m.
Last Date for Questions	May 2, 2023, 12:00 p.m.
Last Date for Addenda Issued	May 4, 2023, 12:00 p.m.
RFP Response Due.....	May 9, 2023, 2:00 p.m.
Evaluate Proposals.....	May 9-10, 2023
Optional Interviews	May 11-12, 2023
Notice of Intent to Award.....	May 15, 2023
Protest Period Ends.....	May 22, 2023, 12:00 p.m.
Begin Contract Negotiations	May 23-26, 2023
Council Award	June 14, 2023
Contract Begins.....	July 1, 2023

1.4 OPTIONAL PRE-PROPOSAL SITE VISIT

An Optional Pre-proposal Site Visit will be held onsite, Tuesday, April 18, 2023, at 9:00 a.m. to 11:00 a.m., at 310 Waverly Drive NE, Albany, OR 97321. Contact Mike Bryan, Public Works Technical Services Manager, at 541-979-5400, or mike.bryan@cityofalbany.net to confirm attendance. A sign-in sheet will be passed around at the meeting.

The Contractor will be required to be knowledgeable with the design and current equipment and instruments used by City facilities. The Contractor shall acknowledge satisfaction as to the nature and location of the work. Failure to become acquainted with the physical conditions of the project will not relieve Contractor from the responsibility of properly estimating the difficulty or cost of successfully performing the work. Contractor warrants, as a result of examination and investigation of all data, the work can be performed in a good workmanlike manner to the satisfaction of the City.

1.5 PROCUREMENT SOURCING METHOD AND FUNDING

The City will use a procurement and selection method based on competitive negotiation procedures for qualification-based selection (QBS). Responses to this RFP will be reviewed, scored, and ranked according to the criteria defined herein and in accordance with Oregon Administrative Rules 137-048-0220. The most qualified consultant will be selected subject to negotiation of fair and reasonable compensation. Under this method, the City may not consider price as an evaluation factor in determining the most qualified Proposer. There are no federal funds used for this project.

1.6 INDEPENDENT CONTRACTOR (ORS 670.600)

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

the services specified in this contract, shall act as an Independent Contractor, and shall have 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 provides its employees.

1.7 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 Contracts and Procurement Officer'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.
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.

1.8 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers will be public records 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.

1.9 CANCELLATION

OAR 137-048-0250 provides for cancellation, delay, or suspension or rejection of a solicitation when the cancellation, delay, suspension, or rejection is in the best interest of the City as determined by the City. The City reserves the right to cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

1.10 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.

1.11 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.

1.12 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 Contract Documents must make a written request for same to 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.

1.13 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information must be submitted to 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.

1.14 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.

1.15 SOLICITATION PROTESTS

A protest of any provision in this RFP must be made in writing and emailed to Diane Murzynski, CPPO, Contracts and Procurement Officer, 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, 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.

1.16 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.

1.17 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.

1.18 REJECTION OF PROPOSALS

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

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

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

1.19 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 Contracts and Procurement Officer, 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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. By submitting a proposal, Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, service-disabled veteran, or emerging small business enterprises certified under ORS 200.055 in obtaining any subcontracts as required by ORS 279A.110. The State of Oregon provides a certification directory for MWESB Contractors at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>. Proposers shall consider MWESB Contractors for subcontracting opportunities.

If the contract is awarded on the basis of Contractor's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women-owned Business Enterprise (MWBE), Service-disabled Veteran, and Emerging Small Business (ESB) certifications (collectively known as MWESBs), Contractor must remain certified during the entire term of the contract. Contractors must include a similar provision in any subcontracts for the project.

1.24 PAY EQUITY COMPLIANCE

As required by ORS 279C.520, 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 Department of Admin. Services, "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.

1.25 SUBCONTRACTORS/SUBCONSULTANTS

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 must 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. A list of potential state certified DBE Contractors is available at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx> and from the City's website at <https://cityofalbany.net/bids>.

1.26 NOTIFICATION OF INTENT TO AWARD AND DEBRIEFING OPPORTUNITY

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 contract. The notice of intent to award a contract 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.

The City will notify all Proposers of their opportunity to have a debriefing with Procurement to discuss scoring, evaluations, and proposal recommendations for improvement. The City will not open proposals for public inspection until after the City has executed a contract, as provided for in ORS 279C.107.

1.27 PROTEST OF AWARD

A Proposer whose submittal was scored as the second apparent, most advantageous proposal response, and submitted a responsive and responsible proposal, may protest the award of contract or the intent to award such a contract, whichever occurs first. In addition, as defined in OAR 137-048-0240, the following conditions must exist: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids or higher ranked Bids are nonresponsive; (3) The City has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0220.

The Proposer must deliver the written protest to the Contracts and Procurement Officer within seven days after issuance of Notice of Intent to Award to procurement@cityofalbany.net. A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline. Protests not filed within the time specified or that fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

1.28 NONAPPROPRIATION

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

1.29 AGREEMENT

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

1.30 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.

1.31 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/bidders 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.

1.32 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

Please submit a courtesy invoice copy to mike.bryan@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 2 - SCOPE OF WORK

2.1 PROJECT OBJECTIVE AND LOCATIONS

The City is soliciting proposals from qualified Contractors that can provide water and wastewater control system and instrumentation integration services, including upgrades and maintenance of the City's existing automation infrastructure and provide electrical services on an as-needed basis.

Infrastructure locations include:

- 16 remote sanitary sewer lift stations
- 5 water pump stations
- 2 water treatment facilities
- 1 wastewater treatment facility
- 1 diversion dam/fish screen facility on the canal in Lebanon, Oregon
- 2 flood mitigation radial gate facilities in Lebanon
- 5 remote monitoring sites along the canal ranging from Lebanon to Albany

All site access will be available by scheduling with City staff or by staff escort.

2.2 GENERAL BACKGROUND INFORMATION

Water System

The City of Albany obtains its water supply from the south Santiam River at two locations. The first location is in the canal that is approximately 18 miles long. It exits the Santiam River at the diversion dam on River Road in Lebanon and delivers it to the City's Vine Street Water Treatment Plant after passing through two flood control gates and five water monitoring sites, (all automated). The Vine Street plant was built in the late 1890s and is treated with clarifiers, 10 filter beds, and then disinfected with Sodium Hypochlorite.

The PLCs, VFDs and I/O racks have all been upgraded to Rockwell Automation and most of the instruments are Endress Hauser. This plant is mainly used as a peaking plant in the summer but operates daily for a few hours to retain functionality.

The second source for water is where the North and the South Santiam River split and the intake next to the river sends the water to a large wet well and is then pumped over half a mile to the Albany-Millersburg Water Treatment Plant. This plant was built in 2006 and consists of four filter tanks that use membrane technology to filter the water. All of the PLCs, VFDs and I/O racks in this facility are also Rockwell Automation and most of the instruments are Endress Hauser. The water quality monitoring at both water facilities is manufactured and supported by Hach.

Pump Stations

1. **34th Avenue** - Has three horizontal split case pumps and a reservoir. The pumps are used to fill the reservoir and to maintain pressure in the system when it is not filling. The PLC here is Rockwell Automation and the instruments are Endress Hauser.

2. **Queen and Hill** - Has two small horizontal split case pumps and a reservoir. The pumps are used to equalize the pressure in the distribution zone. The PLC here is Rockwell Automation and the instruments are Endress Hauser.
3. **North Albany** - Has two pumps to fill the Broadway and Wildwood reservoirs. The PLC here is Rockwell Automation and the instruments are Endress Hauser.
4. **Gibson Hill** - This pump station pumps water up the Valley View reservoirs. It has Rockwell Automation PLC and Endress Hauser instruments.
5. **Valley View** – The pump station consists of one jockey, (smaller pump) and two larger pumps and feeds the 4th level in our distribution system. The PLC and VFDs at this location are Rockwell Automation and the instruments are Endress Hauser.

All of these Pump Stations communicate back to City SCADA servers by way of 450-megahertz wireless data radios. The data includes, but is not limited to: Level, flow, pressure, temperature and uses WIN 911 software to send out alarms 24/7/365.

The water pump stations are monitored and operated by the water treatment operators at the water treatment facilities.

Wastewater System

The City of Albany Wastewater Treatment Plant is located at 408 Davidson Street, Albany, was built in 2008, and can treat just under 70 MGD. All of the PLCs, VFDs and I/O racks at this facility are Rockwell Automation interfacing with a wide variety of instrumentation, the majority being Endress Hauser. The internal communication is done using control net and mod buss protocols.

Albany uses its 16 sanitary sewer lift stations to convey the sewage back to the treatment plant where it is treated and sent to the Talking Water Garden ponds where it cools down and then returns to the Willamette River. All but three of the lift stations are duplex stations where one pump runs and then is switched to the other pump.

The Maple Street Lift Station has four submersible pumps that work independently and together based on flows. The PLC, and VFDs are Rockwell Automation, and the instruments are Endress Hauser. The 34th Street Lift Station has three submersible pumps that run independently or together based on flows and the PLC is a Rockwell Automation and the instruments are Endress Hauser.

The Oak Creek Lift Station is on the south end of town, and it has five pumps that run independently or together based on flows. The PLC and VFDs are Rockwell Automation, and the instruments are Endress Hauser. Like the water pump station all of the data comes from the 450-Megahertz data radios on our own network that brings it back to the end users.

The Lift Stations are monitored and operated by the City Facility Mechanics group. There is one City employee on call at all times.

2.3 CONTRACT TERM

The proposed term of this contract shall be for five years, beginning July 1, 2023, through June 30, 2028. Services shall begin within seven (7) days after the receipt of the City's Notice to Proceed.

2.4 SCOPE OF WORK

The purpose of this solicitation for professional services is for the City of Albany to enter into an agreement with a qualified Contractor capable of designing and implementing improvements to, and maintenance of, the City's supervisory control and data acquisition (SCADA) system.

The City desires the Contractor to have licensed electricians on staff, or subcontractors who are experienced with municipal or industrial systems that are capable of administrating and executing projects for the City. The Contractor will be expected to perform emergency repairs on existing control systems and any future upgrades in a timely manner and take direction from the City Automation staff.

The scope of services includes, but is not limited to the following:

- Specifying and installing level instruments, flow meters pressure meters, analytical equipment, starters, valve actuators. (Experience in Rockwell Automation hardware, Endress Hauser instruments, and Wonderware software).
- Designing, maintaining, and building control panels.
- Specifying, installing, and troubleshooting VFDs.
- Organizing network switches.
- Rebalancing power grids with unbalanced amperage loads.
- Serve as a representative of the City, if requested, during the instrument/component selection, design review, plan approval, construction management, and project closeout phases of any capital project, development or planning project prepared by others and submitted to the City for approval.
- Provide written recommendations from a control systems and instrumentation perspective, when requested.
- Troubleshoot issues with City facilities and make recommendations for improvements.
- Update or replace any existing programming that is not functioning as intended.
- Perform ongoing routine maintenance and repairs on the existing control system and instrumentation and affected components.
- Design and integrate any control systems and instrumentation required for future expansion of the water and wastewater systems.
- Provide emergency support services.

The City intends to undertake a number of projects over the next few years. These projects may include, but are not limited to:

- Water Treatment Plant repairs and functionality improvements.
- Wastewater Treatment Plant Improvement Project.
- Review water distribution system controls and prioritize needed improvements.
- Review wastewater lift station controls and prioritize needed improvements.
- Update of system master plans.

The Contractor will be directed to undertake specific projects that have a finite scope of work, are relatively large in scale, on a negotiated task order basis. For such projects, the Contractor shall provide a written Task Order at the request of the City. The Task Order shall include a detailed proposal, scope of work, schedule, and a time and materials cost proposal. The Task Order will be reviewed by the City and approved in writing prior to work proceeding.

2.5 EMERGENCY RESPONSE TIME

Emergency on-call work will be requested by phone, text, or email to the Contractor and subsequently confirmed by the Contractor. Upon receipt of the request, the Contractor shall respond within two (2) hours upon the start of the next business day, by phone, text, or email. Emergency on-call work will be invoiced at the hourly rate(s) negotiated with the Contractor, with a minimum charge of two (2) hours. The Contractor must endeavor to resolve emergency on-call issues remotely prior to responding to the site location.

2.6 WORK PERFORMED BY CITY AND OTHERS

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

2.7 CONTRACTOR'S EMPLOYEES

The Contractor's employees should not represent to anyone they are an employee of the City. All personnel employed by the Contractor shall present a neat appearance and be courteous to the public. Contractors may be required to attend City Council meetings either remotely or in person. The Contractor will utilize employees who can perform the work described in the scope of services in the RFP. The City and the Contractor will promptly notify the other of any complaints received within 24 hours. At the request of the City, the Contractor shall promptly replace for just cause any employee performing in an abusive or disorderly manner. Contractor must agree to follow all City required Oregon Health Authority and OSHA guidelines.

2.8 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.

2.9 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

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

to the contract documents. The City Representative will be Mike Bryan, PW Technical Services Manager, 541-979-5400, mike.bryan@cityofalbany.net.

The City Representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract documents are being properly fulfilled. The inspection of the work completed shall not relieve the Contractor of his/her obligation to perform acceptable work in conformance with these contract documents.

2.10 FIXED PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENTS

The resulting contract will be a fixed price contract with an economic price adjustment once annually after Year 1 at the request of the Contractor. Any change in pricing will be subject to a maximum increase in any one year for the period ending three (3) months prior to the first day of the contract term, or three (3) percent, whichever is lower, as posted in the U.S. Labor Statistics CPI-W, All Items, <https://www.bls.gov/cpi/latest-numbers.htm>.

In times of extreme and unforeseen market volatility, City may negotiate "temporary" price adjustments with Contractor. As a result of the unexpected cost increases, the City reserves the right to annually request an equitable reciprocal adjustment to pricing should prices trend downward.

Contractor shall be required to provide the driving cost component in the price increase request and will be required to provide supporting evidence on the basis of the increase, such as rates reflected on the PPI or CPI, and the Contractor's cost data.

2.11 KEY PERSONNEL

The Proposer must acknowledge and agree that the Proposer is entering into this contract because of the special qualifications of the Proposer's project team, including subconsultants, based on the expertise, experience, qualifications, judgment, and personal attention of the proposed 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, including subconsultants, who have experience with the services defined in this RFP. 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.

SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS

3.1 SUBMITTAL PROCESS

Each proposal must include, at a minimum, the items listed in the Scope of Work and the Proposer's Submittal Checklist. 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.

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

3.2 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 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. The City reserves the right to reject proposals that are deemed illegible or too difficult to read.

3.3 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.

3.4 JOINT PROPOSALS

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

3.5 MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications to be evaluated:

- Five years of experience providing water and wastewater integration and support services.
- Ability to provide the integration work needed to the standards defined in the RFP.

3.6 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

Proposers must describe their qualifications and commitment to providing the scope of work defined in Section 2 and include the following submittal requirements. The Proposer shall include subcontractors, as necessary, to assure that their specific experience and qualifications are represented adequately in the scoring process.

1. Introductory Letter

- Summarize the key points of the proposal and provide an expression of interest in the project.
- Indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Terms and Conditions Agreement, Attachment A.
- Include that the Proposer, and subconsultants, if applicable, submitting the proposal agree to perform all work outlined in the City's RFP and within the time periods proposed by the City.
- Name the person(s) authorized to represent the Proposer in any negotiations, the name and title of the person(s) legally authorized to sign any contract that may result, and the name of the firm that will carry the required insurance if a joint venture is proposed. The letter must be signed by an authorized representative of the Proposer and include email address, and telephone and fax numbers.
- List any exceptions to the City's Standard Terms and Conditions Agreement. If Proposer is exempt from providing workers' compensation insurance, Proposer shall note that exemption.
- Provide evidence of insurance by including a certificate of insurance meeting the City insurance requirements as noted in the Insurance Certification.
- Include a statement confirming that the Proposer meets the minimum qualifications, as noted in Section 3.5.

2. Management Letter

- Include full legal name, including any and all company names previously used.
- Provide the history of the firm, year business started, and length of time in business.
- Include the state and location of company headquarters. Include offices in Albany and surrounding local areas.
- Provide a brief description of the reasons why the Proposer's company and project team should be considered over its competitors to provide the scope of work.
- Identify proposed subcontractors, if applicable.
- Provide the number of employees and approximate number of projects worked on per year and the availability of those employees to perform the work described in the RFP.
- If contract award meets the requirements of DAS for Pay Equity Training, Contractor must certify they have taken Pay Equity Training through the State of Oregon's Department of Administrative Services and provide a certificate as

evidence before awarded a contract by the City.

3. Disclosure Statement

- Provide a statement disclosing whether the consultant, including proposed subconsultant(s), or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing engineering and design 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. Technical Expertise and Qualifications

- Address Proposer's familiarity with operations, construction and maintenance of the City's current systems.
- Describe Proposer's expertise in the following areas: SCADA, PLC, and HMI systems, programming and integration of chemical feed pumps, variable frequency drives, and process instruments.
- Provide a current resume for the individual(s) who will serve as the Integrator project lead and the proposed Project Team that will assist the project lead in performing the work., including subcontractors Include a description of qualifications, skills, and responsibilities, and any relevant licenses or certifications.
- Demonstrate Proposer's experience serving government entities, including serving cities comparable in size to Albany.
- Provide a list of the tasks, responsibilities, and qualifications of any subcontractors, if applicable, proposed to be used on a routine basis.

5. Experience with Similar Projects

- Provide a description of similar previous work demonstrating quality of work, ability to meet schedules, ability to provide emergency support, cost controls, contract administration, and the ability to maintain long-term business relationships.

6. Support Proximity and Availability

- Describe the availability of personnel to the City to respond for repairs, general maintenance, and emergencies. (Work will be performed on an as-needed basis.)
- Detail the proximity of personnel or offices that will be providing on-site services, the approximate response time, and the availability and hours of support provided (phone, text, email). (Response time must be within two hours.)

7. Ancillary Support Services Provided

- Describe any ancillary support services the Proposer typically offers or may offer through subcontractor relationships. Examples of such services could include:
 - Electrical engineering services.
 - Licensed electrician services.

- Development of system one-line diagrams.
- Providing UL listed cabinets.
- Provide mobile device access to system information.
- Programming, adjusting operations, and/or servicing backup power generation.

8. Service Approach and Project Understanding

- Describe the Proposer’s project management techniques.
- Describe the overall project approach for identifying and performing necessary control system and instrumentation repairs and/or improvements and for providing on-call maintenance and support services.
- Explain how a collaborative relationship will be established and the proposed best method for communication.
- Demonstrate and convey a clear understanding of the City’s automation equipment and the support required.
- Address your project approach to design/hardware, software/platform, installation, maintenance, training, and ease of operator use.

9. References

- Provide four (4) references from customers for whom the Proposer is currently or has previously provided comparable services, including use of the same subcontractors as proposed, if applicable, to the proposed design, planning and/or engineering projects defined in this RFP, within the last five (5) years.
- References must clearly demonstrate the type of services provided to customers and the length of service. References may be contacted to assist with the evaluation of Proposer’s experience, qualifications, and customer satisfaction with Proposer’s delivery of services, key personnel, and Project Team assigned to the required services.
- Provide each reference’s complete information, including contact names, phone number, email, and mailing address, on Exhibit E. Additional references may be contacted by the City at its discretion.

3.7 EXHIBITS REQUIRED

- a. Proposal Certification (Exhibit A)
- b. Certification for Corporation or Independent Contractor (Exhibit B)
- c. Responsibility Certification (Exhibit C)
- d. Insurance Requirements (Exhibit D)
- e. References (Exhibit E)

SECTION 4 – EVALUATION CRITERIA

4.1 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 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.

4.2 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 for an 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. 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.

4.3 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 in the Evaluation Criteria, the Scope of Work in Section 2, and the submittal requirements in Sections 3.5 -3.7. 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 200.

4.4 EVALUATION CRITERIA SCORING GRID

The criteria listed below will be used to evaluate and score proposals to determine the Apparent Successful Proposer. Points will be weighted as follows:

EVALUATION CRITERIA	
Introductory Letter	P/F
Disclosure Statement	P/F
Management Letter	P/F
Technical Expertise and Qualifications	25%
Experience with Similar Projects	25%
Service Approach and Project Understanding	25%
Support Proximity and Availability	10%
Ancillary Support Services Provided	10%
References	5%
TOTAL POINTS AVAILABLE	100% - 200 points

4.5 OPTIONAL INTERVIEWS

The City may choose to hold interviews with a “short list” of the most qualified Proposers, identified as the competitive range, after the proposals are evaluated. The Selection Review Committee may ask additional questions related to the proposal and the scope of work and may require Proposers to provide their approach and vision for a successful project. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule, but may be revised if needed. Interviews would be held at a location in Albany or may be conducted remotely.

Contractors invited to the interview will be responsible for making and paying for their own travel arrangements, if applicable. If held, a possible 50 points may be attributed to interviews and weighted no more than 20%. A set of questions may be provided to the selected Proposers prior to the interview date at the City’s discretion.

4.6 RANKING OF PROPOSALS

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

4.7 NEGOTIATIONS

The City may commence negotiations with the highest ranked, eligible Proposer. 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.

After the evaluation process is complete, the City will notify Proposers of its intent to award to the most qualified Proposer. The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule with the most qualified Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second most qualified Proposer. The negotiation process may continue in this manner through successive consultants until an agreement is reached or the City terminates the consultant contracting process. (ORS 279C.110) (OAR 137-048-0220 (4)(d)).

4.8 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.

4.9 INSURANCE REQUIREMENTS

The Successful Proposer must be covered by commercial general liability, automobile liability, and professional liability. Proposer must be covered by workers' compensation insurance, which will extend to and include work in Oregon unless Proposer is exempt from workers' compensation. Contractor shall indicate exemptions within the Introductory Letter. Excess liability or an umbrella insurance policy may be provided.

Proposer must provide evidence of insurance at the time of the proposal response and MUST certify they can meet City insurance requirements as defined in the RFP if awarded a contract. The Proposer must provide a current Certificate of Insurance reflecting the insurance requirements have been met within seven (7) days of the Notice of Award. If Proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer.

EXHIBIT A – PROPOSAL CERTIFICATIONS

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 they do not have a personal or organizational conflict of interest. Proposer certifies they have not participated in drafting the scope of work or writing specifications required for the project.

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.

Work Furnished The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by all related contract documents.

Public Record Proposer agrees that proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.

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

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

Addenda Acknowledgement – No.(s) ___ Dated _____ No.(s) ___ Dated _____ No.(s)___ 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 B –CERTIFICATION 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.
5. Contractor is customarily engaged as an Independent Contractor if at least three of the following statements are true.

C. Independent Contractor

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 C - RESPONSIBILITY CERTIFICATION

Failure to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify Purchasing within 30 days of any change in the information provided on this form. Proposer must check all applicable boxes to reflect compliance.

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

- 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;
- 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;
- Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- 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;
- 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
- 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.

The Proposer certifies to the best of its knowledge that:

- Contractor can perform the work as indicated in the RFP for the Contract Term.
- Contractor has experience with similar projects and had a satisfactory record of performance.
- Contractor has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or can obtain the resources and expertise, necessary to meet all contractual responsibilities.
- Contractor has not been debarred or suspended by any federal, state, or local agency; Contractor is not listed on the State's Ineligible Contractors list.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Contractor Signature: _____ Date: _____

Name/Title _____

Company Name: _____

Phone: _____ Email: _____

EXHIBIT D – INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below. Evidence of Insurance shall be provided with Proposal Response. Coverages underlined AND marked with an "X" as "Required" are mandatory.

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. **The combined single limit per occurrence shall not be less than \$2,000,000. The 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 the 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.
 If this box is checked, the limits shall be \$2,000,000 per occurrence and \$2,000,000 in annual aggregate.
 Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **The 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 Liability or an Umbrella insurance** policy 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 \$2,000,000 per occurrence and \$3,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$10,000,000 per occurrence and \$10,000,000 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). **The 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 limit shall be \$1,000,000 per occurrence.
 If this box is checked, the limit shall be \$2,000,000 per occurrence.
 If this box is checked, the limit 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.**
 If this box is checked, the limits shall be \$2,000,000 per incident/claim and \$2,000,000 in 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.**

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

Garage Keepers' Legal Liability - Coverage for vehicles, including equipment and contents left in vehicles during unhooking, storage, repairs, maintenance, or safekeeping. **Coverage must include a \$500,000 combined single limit per location.**

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

Garage Liability - Coverage for vehicles driven during storage or safekeeping. **The combined single limit per occurrence shall not be less than \$2,000,000.**

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

Excess Liability or Umbrella Insurance - A combination of liability and Excess liability or an Umbrella insurance policy may be used to meet the required limits of insurance required by City. Contractor must indicate such on the certificate of insurance or within the endorsements.

Sexual Abuse and Molestation - If coverage is excluded under the Commercial General Liability policy, evidence of separate Sexual Abuse and Molestation coverage is required. **Coverage must be not less than \$1,000,000 per claim, incident or occurrence and \$2,000,000 in the aggregate.**

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

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

Deductible or Self-Insured Retention (SIR) - Contractor must provide Bondability letter with Proposal Response should SIR apply to insurance coverage(s), and any deductible or SIR must be declared to and approved by the City before contract award. Contractor is required to procure a Letter of Credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses, or reduce or eliminate such deductible or SIR as respects to City, its officers, employees and agents.

Additional Insured - City must be included by name 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.

Insurance Renewals - Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at insurance@cityofalbany.net.

The Consultant certifies that he/she will comply with the City's insurance requirements.

Signature Block:

Contractor's Acceptance: _____ Date: _____

Company Name: _____

EXHIBIT E - REFERENCES

Provide complete reference information. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

REFERENCE 1

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address

Contract Term

City, State Zip

Project Description: _____

REFERENCE 2

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address

Contract Term

City, State Zip

Project Description: _____

REFERENCE 3

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address

Contract Term

City, State Zip

Project Description: _____

REFERENCE 4

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address

Contract Term

City, State Zip

Project Description: _____

ATTACHMENT A – *SAMPLE CONTRACT*
STANDARD TERMS AND CONDITIONS
AGREEMENT TO FURNISH INTEGRATOR OF RECORD SERVICES
TO THE CITY OF ALBANY, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of _____, a professional consulting firm, hereinafter referred to as CONSULTANT, agrees to provide consulting services as the Integrator of Record to the City of Albany, Oregon, a municipal corporation.

The term of this contract shall begin July 1, 2023, and run for five years, ending June 30, 2028.

This Agreement establishes the standard terms and conditions for work that will be authorized and approved in writing by separate task order, on an as-needed basis. These task orders shall, at a minimum, establish the scope of services to be provided for at the negotiated cost defined in Article V: Compensation.

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; negotiated statement of work, including cost proposal; addenda and clarifications; request for proposals, including all attachments, exhibits, and appendices; and proposal response.

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

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

ARTICLE II: MODIFICATIONS

Neither CITY nor CONSULTANT shall make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. CONSULTANT 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.
- C. Lead Consultant. _____ shall serve as the lead consultant to CITY as described under the terms of this Agreement. Any change in the designation of this role must be approved by City.
- D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. Documents/Work Products Produced. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of CITY, with an unlimited, royalty free license for CITY use, and shall be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Record Drawings Preparation. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to CITY.
- G. Access to Records. CONSULTANT agrees to preserve and maintain for ten (10) years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- H. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of CITY. CITY will exercise discretion in any re-use of said documents and agrees to hold harmless

CONSULTANT for any application of documents for any purpose other than the originally intended use.

- I. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question.
- J. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- K. Oregon Consumer Information Protection Act. CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- L. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of CITY's obligation to make payment. If CONSULTANT fails to complete and return the W-9 to CITY, payment to CONSULTANT may be delayed, or CITY may, in its discretion, terminate the Contract.
- M. ACH Direct Payment Authorization. City prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANT must complete CITY's ACH Vendor Direct Payment Authorization Form available on City website at https://www.cityofalbany.net/images/stories/finance/eft_form.pdf. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- N. Pay Equity Compliance. As required by ORS 279C.520 CONSULTANT shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONSULTANT's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles City to terminate this Agreement for cause.
- O. Preference for Recycled Materials. As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- P. Compliance with Tax Laws. CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws

imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

- Q. Communicable Diseases. CONSULTANT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONSULTANT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONSULTANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONSULTANT'S participation.
- R. Debarment and Suspension. CONSULTANT, its subconsultants, if any, 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 local or federal department or agency, or the State of Oregon. CONSULTANT will not utilize subcontractors that have been debarred by any federal or local department or agency, or the State of Oregon.
- S. Conflict of Interest. CONSULTANT will prohibit any employee, governing body, subconsultant, or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided or participated in writing the scope of services under this agreement. CONSULTANT must disclose in a timely manner and in writing to CITY all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement.

ARTICLE IV: RESPONSIBILITIES OF CITY

- A. Authorization to Proceed. CITY will authorize CONSULTANT 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 CONSULTANT for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY will examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, accountant, auditor, risk consultant and any other Consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

ARTICLE V: COMPENSATION

CITY agrees to pay for services procured in Article I in accordance with the compensation provisions in the negotiated statement of work and cost proposal (time and materials) that will apply to the issued task orders, when applicable.

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

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, 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/their best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

CONSULTANT agrees to indemnify, defend, and hold harmless 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 CONSULTANT, its subconsultants, officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, CONSULTANT must furnish 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 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. 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, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability: Insurance on an occurrence or claims made basis with 24-month tail coverage.

B. Minimum Limits of Insurance

CONSULTANT 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

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis". A combination of primary and Excess Liability or an Umbrella insurance policy may be used to meet the required limits of insurance.

2. Automobile Liability: \$2,000,000 Per Occurrence
3. Employers Liability: \$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee
4. Professional Liability: \$2,000,000 Per Occurrence/Claim
\$2,000,000 Annual Aggregate

C. Insurance Requirements for Subcontractors

Should CONSULTANT subcontract any part of the Contract, CONSULTANT will require those subconsultants or affiliates, if not covered under CONSULTANT's insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above.

D. Deductibles and Self-Insured Retentions (SIR)

Any deductible or self-insured retention must be declared to and approved by CITY before contract award. CITY will require CONTRACTOR to reduce or eliminate such deductible or self-insured retention (SIR) as respects City, its officers, employees and agents; or procure a Letter of Credit or bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. 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 CONSULTANT'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 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 CONSULTANT for CITY.

F. Excess Liability or Umbrella Insurance Policy

A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance. Indication of use must be provided either on the certificate of insurance or within the endorsements.

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 subconsultants by CONSULTANT or subsidiary or affiliate firms of CONSULTANT for technical or professional services will not be considered an assignment of a portion of this Agreement, and CONSULTANT will remain fully responsible for the work performed, whether such performance is by CONSULTANT or subconsultants. No subconsultants will be used without the written approval of CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

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

ARTICLE X: SUSPENSION OF WORK

CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. CONSULTANT may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the progress of work. CONSULTANT may suspend work on the project in the event 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. 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 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 CITY terminates pursuant to Article XI(A), CITY will pay CONSULTANT 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 CITY terminates pursuant to Article XI(B), CITY is entitled all remedies available at law or equity. In addition, CONSULTANT must pay CITY all damages, costs, and sums incurred by CITY as a result of the breach.
- C. If CONSULTANT justifiably terminates the Agreement pursuant to Article XI(B), CONSULTANT's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If CITY's termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and CONSULTANT will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, CONSULTANT's work product before the date of termination becomes property of CITY.
- F. In the event of termination, CONSULTANT 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. CONSULTANT 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, CONSULTANT must provide to CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONSULTANT's possession at the time of termination or received later.

ARTICLE XIII: NOTICES

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party 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 CITY nor CONSULTANT 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, CONSULTANT agrees as follows: CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action 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.

INTEGRATOR OF RECORD AGREEMENT

CONSULTANT:

Date: _____

By: _____
Company

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address _____

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

Unique Entity Identifier (UEI) (if applicable)

Type of DBE or COBID (if applicable)

Tax Identification No. (if incorporated)

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

CITY OF ALBANY, OREGON:

Date: _____

By: _____
Chris Bailey, Public Works
Director

APPROVED AS TO FORM:

By: _____
M. Sean Kidd, City Attorney

ATTACHMENT B – DEFINITIONS

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

AC means Advisory Circular.

ARPA means American Rescue Plan Act.

BIL means Bipartisan Infrastructure Law.

CFDA means Catalog of Federal Domestic Assistance.

CFR means Code of Federal Regulations.

CIP means Capital Improvement Program.

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.

COBID means Certification Office for Business Inclusion and Diversity.

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, Certification for Corporation or Independent Contractor, Responsibility Certification, Insurance Requirements, References, Cost Proposal, Proposal Response, and other attachments, exhibits, appendices, 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.

DBE means Disadvantaged Business Enterprise. Disadvantaged Business Enterprises include small businesses that are at least 51% owned by Minorities: Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Subcontinent Asian Americans; Women; and Other individuals on a case-by-case basis.

DEI means Diversity, Equity, and Inclusion. Diversity is the presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective.

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM includes firms that are certified as a DBE from the Certification Office for Business Inclusion and Diversity, or COBID.

FOIA means Freedom of Information Act.

HMI means Human Interface Module.

IJA means Infrastructure Investment and Jobs Act.

MWESB means Minority-owned, Women-owned, or Emerging Small Business.

NEPA means National Environmental Policy Act.

NPE means Non-Primary Entitlements.

OAR means Oregon Administrative Rules.

OHA means Oregon Health Authority.

ORS means Oregon Revised Statutes.

OSHA means Occupational Safety and Health Administration.

PLC means Programmable Logic Controller.

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

QBS means Qualified Based Selection.

RESPONSIBLE PROPOSER means a person who has submitted an Offer and meets the standards set forth in OAR and has not been debarred or disqualified by the Contracting Agency. When used alone, Responsible means meeting the aforementioned standards.

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.

SCADA means Supervisory Control and Data Acquisition.

SDS means Safety Data Sheets and includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical.

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.

UEI means Unique Entity Identifier; Required of contractors awarded federally funded contracts.

VFD means Variable Frequency Drive.

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.