



CITY OF ALBANY, OREGON
COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSALS

Albany Development Code Amendments

Issue Date: July 9, 2018

Due Date: August 7, 2018, 2:00 p.m. (Local Time)

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

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

CITY OF ALBANY

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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be submitted by the time designated in the advertisement for the Request for Proposals at the City Hall, Parks & Recreation Counter and marked received by City staff indicating the time and date as shown on the City Bid Clock in the Parks Department. Any Proposals submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened.

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

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

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

- Introductory Letter
- Demonstration of Previous Relevant Project Work and Project Team
- Work Plan, Deliverable Schedule, and Cost Proposal Summary
- Non-Collusion and Conflict of Interest Certification (*Exhibit A*)
- Certification Statement for Corporation or Independent Consultant (*Exhibit B*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit C*)
- Certification of Insurance Requirements (*Exhibit D*)
- Cost Proposal Summary (*Exhibit E*)
- Signed Addenda (if applicable)



CITY OF ALBANY, OREGON
REQUEST FOR PROPOSALS (RFP)
Albany Development Code Review and Amendments
Proposals due by 2:00 p.m. (local time), Tuesday, August 7, 2018

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

- Provide technical assistance in developing a multitrack review process within the Albany Development Code that includes a clear and objective path to permit approval and one or more review paths offering the option for discretionary review by staff and/or the Planning Commission or Hearings Board.
- Provide technical assistance in developing new or amending the existing code standards guidelines, criteria, or other approach to implement multitrack system.
- Provide technical assistance in developing graphics, illustrations, and written materials explaining purpose and intent or impacts of standards proposed or under consideration to assist in the decision-making process.
- Support the work of a community task force that will be heavily involved throughout the entire life of the project by developing task force meeting materials and facilitating meetings.
- Prepare presentations, reports including “staff reports”, and draft code for review by staff and decision makers.
- Present recommendations to appropriate policy makers: Planning Commission, Landmarks Advisory Commission, and City Council.

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

The City will post all addenda on the City website. Prospective Proposers are solely responsible for checking the website to determine if addenda have been issued. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at 541-917-7522. Inquiries concerning the scope of services should be directed to Bob Richardson, Planning Manager, bob.richardson@cityofalbany.net, 541-917-7555.

Sealed proposals must be received by the City of Albany, at the Parks & Recreation Counter, not later than 2:00 p.m. (local time), Tuesday, August 7, 2018 addressed to the City of Albany, Finance Department, Attention: Diane Murzynski, CPPO, Purchasing Coordinator, 333 Broadalbin Street SW, Albany, OR 97321. The outside of the envelopes shall plainly identify: (1) the name of the RFP, (2) the RFP closing date and time, and (3) the name and address of the proposer. Electronic proposals will not be accepted. Proposals received after the designated time and date will not be opened.

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 9TH DAY OF JULY 2018.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, Monday, July 9, 2018
Daily Journal of Commerce, Monday, July 9, 2018

SECTION 1 – BACKGROUND AND INFORMATION

1.1 HISTORY

The City of Albany is a municipal governmental entity providing a full range of services, including fire and police protection; sewer services; water services; construction and maintenance of highways, streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 52,540, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5, and across the Willamette into the farms and wooded hillsides of North Albany. Albany operates under a home-rule charter in a Council-Manager form of government. Albany is led by an elected, non-partisan seven-member Council.

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

Albany employs approximately 424.12 FTE employees and up to an additional 100 temporary employees seasonally. Employees work in one of nine departments. The departments are: Police, Fire, Parks & Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering & Community Development, and Public Works Operations. The 2019 fiscal year adopted budget is \$205,854,900, including a General Fund of \$41,878,000.

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

The objective of requesting proposals is for the City to determine which Consultant can offer the highest quality of service at a cost representing the best value to the City.

The Albany Development Code is on the City website at:

<http://www.cityofalbany.net/departments/community-development/drc/development-code>

More information is available at the following:

<http://www.cityofalbany.net/>

<http://www.cityofalbany.net/departments/community-development>

<http://infohub.cityofalbany.net/publicdata/PrintableMaps/zoning.pdf>

1.2 PROJECT DESCRIPTION

In general, the Project description includes facilitating the process to amend the Albany Development Code (ADC), the City's land use code.

1.3 REQUIRED SERVICES

The City is seeking a qualified firm to assist with review and suggest revisions to the Albany Development Code. The City would like to establish a multitrack design/development review system for development review including:

- A clear and objective track specifies design requirements in ways that require no staff interpretation (but may include options through a menu of choices or a point system)
- One or more discretionary tracks provide flexibility to meet the intent of the regulation or a related guideline through an alternative means, with discretionary review by staff or the Planning Commission.

Amendments would occur throughout the code including application review procedures, residential and non-residential development standards including, but not limited to, base zone standards, design standards, parking requirements and parking lot design standards, landscaping and buffering standards, land divisions and planned developments, and modifications to nonconforming provisions to make them easier to understand and implement.

The final project deliverable shall be a set of Code Amendments presented to the City Council in a form ready for adoption. Amendments should be easy to understand and implement, be consistent with the Comprehensive Plan, Statewide Planning goals, and Oregon Revised Statutes such as “needed housing” provisions. Amendments should also enhance the ability of the code to be an effective planning and place-making tool.

The qualified firm or team should guide the code amendment process through the adoption of a revised code, including: facilitation of community task force meetings, code development, report writing, slide presentations, and the development of supporting written and graphic materials. Proposals should demonstrate a high level of experience and skill in public process facilitation and consensus building; preparation and implementation of land use regulations; identifying optional strategies within the context of a development code; translating the needs of the general public, stakeholders, and City staff into feasible solutions; Oregon land use laws; and commercial and residential design principles and context sensitive development.

The benefits from a successful project will include: 1) land use regulations that are easy to implement and understandable to both neighborhood stakeholders and developers; 2) a development review system that provides increased certainty regarding decisions on applications (clear and objective path), as well as options for flexibility (discretionary path); 3) compliance with state land use laws; 4) facilitation of the development of a variety of housing options as result of the creation of a clear and objective path to application approval; and 5) an effective planning and place-making tool. The City is looking for the highest quality services at a cost representing the best value to the City.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the point of contact for the City for questions, concerns, and protests. Proposals must be received by the City of Albany, at the Parks & Recreation Department/Information Counter not later than **2:00 p.m., local time, on August 7, 2018.**

Submittal Address & Process Questions:

City of Albany
Diane Murzynski, CPPO, Purchasing Coordinator
333 Broadalbin Street SW
Albany, OR 97321
Email: diane.murzynski@cityofalbany.net
Phone: 541-917-7522

Technical Questions/Scope of Work:

Bob Richardson, Planning Manager
Email: bob.richardson@cityofalbany.net
Phone: 541-917-7555

Telephone, facsimile, or electronically transmitted Proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration. **Proposers submitting Proposals are solely responsible for the means and manner of their delivery and are encouraged to confirm delivery prior to the deadline.**

2.2 RFP SCHEDULE

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

RFP Advertised	July 9, 2018
Last Date for Requesting Changes	July 18, 12:00 p.m.
Last Date for Addenda	August 2, 12:00 p.m.
Proposals Due	August 7, 2018, 2:00 p.m.
Evaluate Proposals	August 7 – August 9, 2018
Optional Interviews	August 13, 2018
Notice of Intent to Award	August 15, 2018
Protest Period Ends	August 22, 2018, 2:00 p.m.
Begin Contract Negotiations	August 23, 2018
City Council Award	September 12, 2018
Contract Execution and Kickoff Meeting	September 2018

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth above. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Albany no later than the date set in the RFP Schedule.

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

1. All addenda, clarification, and interpretations will be posted on the City of Albany’s website at [City of Albany Bids, ITBs, RFQs](#).
2. No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.
3. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Proposal submittal.

2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany as a result of this RFP. Proposer should not mark the whole proposal document “confidential.”

If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: “This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

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

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

2.5 CANCELLATION

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

2.6 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Proposals must be submitted by the time designated in the RFP Schedule at the City Hall, Parks & Recreation Counter and marked received by City staff indicating the time and date as shown on the City Bid Clock in the Parks & Recreation Department. Any Proposals submitted after the designated closing time or to any other location will be considered late and determined nonresponsive and will not be opened or returned. A Proposer's request for modification of a proposal, or withdrawal of a proposal received after closing date and time is late. The City shall not consider late proposals, late requests for modifications, or late withdrawals.

Delays due to mail and/or delivery handling, including, but not limited to delays within City of Albany's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

2.7 CONDITIONS OF SUBMITTAL

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

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

2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

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

2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information shall be submitted in writing directly to the Purchasing Coordinator at the address in the Request for Proposals. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

2.10 COMPETITION

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

2.11 SOLICITATION PROTESTS

A protest of any provision in this RFP must be made in writing and directed to the Purchasing Coordinator at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Any protest must address the requirement, provision, or feature of this RFP or its attachments that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

2.12 COST OF RFP AND ASSOCIATED RESPONSES

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

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

1. The City of Albany reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.
2. The City of Albany may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City of Albany need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Albany may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Albany, become part of the public records and may be disclosed accordingly.
4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
5. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Albany reserves the right to negotiate revisions to the final contract, as well as price, with the successful Proposer.
7. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.14 REJECTION OF PROPOSALS

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

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

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

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for 90 (ninety) calendar days following the time and date designated for the receipt of Proposals.
2. Proposals submitted early may be modified or withdrawn only by notice to the City of Albany Purchasing Coordinator, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.
3. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

2.16 PROPOSAL OWNERSHIP

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

2.17 DURATION OF PROPOSAL

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

2.18 AFFIRMATIVE ACTION

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

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

Albany encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business

Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2.20 SUBCONSULTANTS

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

2.21 COST OF RFP AND ASSOCIATED RESPONSES

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

2.22 IDENTICAL PROPOSALS

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

2.23 COMPLIANCE WITH STATE OF OREGON LAWS

By submitting a response to this solicitation, Proposer agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation shall include the following laws of the State of Oregon and are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.225, 279B.230, and 279B.235.

2.24 NOTIFICATION OF INTENT TO AWARD

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

2.25 PROTEST OF AWARD

A Proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids or higher ranked Bids are nonresponsive; (3) The City has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

The Proposer must deliver the written protest to the Purchasing Coordinator within seven (7) days after issuance of the notice of intent to award the contract or if no notice of intent to award is issued, within forty-eight hours after award. A Proposer's written protest shall specify the grounds for protest to be considered

by the City pursuant to ORS 279B.410 (2). A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline.

2.26 OBLIGATION TO AWARD PHASES 2 AND 3

The first phase of the Project has been fully funded. The City will authorize work on a task-by-task basis to the successful Consultant. Funding for the project is budgeted annually and authorized by the City Council. Depending on successful completion of Phase 1 deliverables and funding availability, future Phases 2 and 3 may be authorized by the City in writing by a Notice to Proceed.

2.27 AGREEMENT

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

2.28 NOTICE TO PROCEED

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

2.29 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident Bidder's state gives preference to in-state Bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law website at: <https://www.oregon.gov/das/Procurement/Pages/Recippref.aspx>. Proposers in need of any assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Telephone: 503-378-4642.

2.30 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

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

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

SECTION 3 – GENERAL PROVISIONS

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

ADC means Albany Development Code

CITY, OWNER means the City of Albany, Oregon.

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

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

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

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

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

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

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

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

WORK means all tasks specified or necessarily implied in 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 within Contract Documents.

3.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City's Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of the 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 Contract Documents. The City Representative is:

Bob Richardson, AICP
Planning Manager
Phone: 541-917-7555
Bob.richardson@cityofalbany.net

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

3.3 NOTICES, INVOICES, AND PAYMENTS

Upon execution of a contract, all notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. In addition to contacting the City Representative listed above in Section 3.2, notices, bills, and payments sent by mail should be addressed as follows:

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

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

SECTION 4 – SCOPE OF WORK

4.1 REQUIRED SERVICES

The City is seeking a qualified firm to assist with facilitation, and review and revisions to the Albany Development Code provisions related to residential and non-residential design standards and application review procedures, land division standards and procedures, and nonconforming development.

Integral to these amendments, the City would like to establish a multitrack design/development review system for development review including:

- A clear and objective track that specifies design requirements in ways that require no staff interpretation (but may include options through a menu of choices or a point system)
- One or more discretionary tracks that provide flexibility to meet the intent of the regulation or a related guideline through an alternative means, with discretionary review by staff or the Planning Commission.

The current system of development standards and site plan review requires staff-level, limited land use decisions (“Type I-L”) for nearly all multifamily and non-residential development in the City, and a Type III review process (requiring Planning Commission review) for subdivisions greater than 19 lots, Cluster subdivisions, Conditional Uses and subsequent modifications to them. The existing standards also provide limited options for flexibility. Deviations are available only through Adjustments (which allow limited modifications to numeric standards for unusual situations and infill sites) and Variances (which allow deviations to many code requirements when those requirements would create unintended hardships or preclude reasonable economic use of the property).

The advantage of a multitrack design/development review system, when successfully implemented, is that it offers both certainty and flexibility. Applicants willing to work within the clear and objective standards would have the option of a streamlined review process that saves time and money and increases the certainty of approval. For those with challenging sites or creative ideas that don’t meet the objective standards, discretionary review would be available, with more flexibility than is available under the current system. This concept has broad support from planning and development staff, the local development industry, the Planning Commission, and City Council.

Implementing a multitrack design/development review system in the City of Albany will require significant updates throughout the Code, including, but not limited to, application review procedures, residential and non-residential development standards including, but not limited to, base zone standards, design standards, parking requirements and parking lot design standards, landscaping and buffering standards, land divisions and planned developments, and modifications to nonconforming provisions to make them easier to understand and implement.

This project will build upon and improve existing provisions and will provide an opportunity to revisit existing requirements and to evaluate whether they accurately reflect the expectations of the community. It may also be appropriate to re-consider when to require neighborhood meetings, particularly for projects that are following the clear and objective path. In addition, the updated code should provide more clarity about how/when/whether standards apply to modifications to existing development.

The qualified firm or team should guide the code amendment process including community outreach with stakeholders (including a dedicated Task Force), as well as the formal adoption process. Proposals should demonstrate a high level of experience and skill in public process facilitation and consensus building; preparation and implementation of land use regulations; identifying optional strategies within the context of a development code; translating the needs of the general public, stakeholders and City staff into feasible solutions; Oregon land use laws; and commercial and residential design principles.

The benefits from a successful project will include: 1) land use regulations that are easy to implement and understandable to both neighborhood stakeholders and developers; 2) a development review system that provides increased certainty regarding decisions on applications (clear and objective path), as well as options for flexibility (discretionary path); 3) compliance with state land use laws; 4) facilitation of the development of a variety of housing options as result of the creation of a clear and objective path to application approval; and 5) an effective planning and place-making tool. The City is looking for the highest quality services at a cost representing the best value to the City.

4.2 CONTRACT TERM

The contract is anticipated to begin in September 2018, with an estimated final completion date of approximately three years following contract execution. However, the City will take a phased approach to this project with clearly defined deliverables due by June of each year. Ultimate completion includes solutions developed, reviewed, presented, and adopted in the Albany Development Code by the City Council.

The City anticipates the project will be divided into three phases. The City intends to award all phases to a single Consultant team to be selected in accordance with this RFP. The first phase has been fully funded. The City will authorize work on a task-by-task basis to the successful Consultant. Tasks have been grouped into phases, described below, such that Phase 1 represents the initial tasks to be authorized.

Funding for the project is budgeted annually and authorized by the City Council. Depending on successful completion of Phase 1 deliverables and funding availability, future Phases 2 and 3 may be authorized by the City, in writing, on a phase-by-phase basis.

4.3 SCOPE OF SERVICES

Proposer's project team (Proposers) should demonstrate that they have experience, skills, and understanding of the following:

- A high level of experience and skill in public process facilitation and consensus building
- Preparation and implementation of land use regulations
- Identifying optional strategies within the context of a development code
- Translating the needs of the general public, stakeholders, and City staff into feasible solutions
- Oregon land use laws
- Experience with current best practices in urban design.

In addition, Proposer should have a minimum of five (5) years (preferable) experience in planning-related services, urban design, landscape architecture, architecture or engineering, or a background related to municipal planning or writing and developing code, or a combination thereof.

The scope of work entails:

- Review existing Albany Development Code and meet with City staff to understand current application review processes and requirements.
- Meet with Task Force, which includes development and neighborhood interests, to understand local concerns and identify acceptable solutions.
- Develop task force meeting agendas, materials, and lead or assist with meeting facilitation.
- Develop, propose, and present code amendments to achieve project purpose. Use illustrations and figures to convey design concepts for final product and required presentations.
- Provide presentations to policy makers, including: Planning Commission and City Council, and other commissions or stakeholders as needed.
- Prepare final reports that include proposed amendments in a form ready to be adopted by City Council.

The City of Albany will be responsible for all copies, notices and mailing and will make logistical arrangements for meeting space.

4.4 Specific Tasks:

The City has identified the following proposed tasks and schedule, which is anticipated to occur in three (3) phases; however, Proposers may recommend changes and an alternative approach that would better achieve the project objectives within the same overall timeframe. Consultant should anticipate conference calls with City staff to discuss draft materials for meeting preparation and subsequent amendments.

The desired approach includes regular meetings with a Task Force to be formed by the City. The City, Task Force, and Consultant will facilitate opportunities for public review and comment on code concepts and draft code language throughout the process.

“Alternative” strategies to the identified tasks will be considered as long as the project objectives, budget, and timeline are met, and provided such strategy meets or exceeds the previously approved public involvement process. The City supports optional work tasks to be listed if clearly identified as “options.”

PHASE 1 – Multitrack Review System and Development Standards for Multifamily, Infill, and Other Housing Types

The City expects to have an adoption-ready draft of the multitrack design/development review system and residential standards and guidelines/exceptions completed by June 30, 2019.

Task 1: Project kick-off, issues identification

The Consultant team will:

- Prepare materials for and facilitate Task Force Meeting #1 to introduce Task Force members to the project scope and approach, and to provide background and context.
- Review and evaluate current process and standards for multifamily, infill, other housing types, and non-residential development.
- Prepare memo outlining options for multitrack design/development review system (e.g. whether to use a standards/guidelines approach or a standards/exceptions approach, etc.).
- Meet with City staff to identify preferred multitrack design/development review system and to discuss issues related to multifamily development in Albany. It is anticipated that this will involve consideration of and changes to the current Adjustment and Variance procedures.
- Prepare memo describing structure of recommended multitrack system.
- Distribute memo and solicit input from City-identified developer representatives. Input to be shared at Task Force Meeting #2.
- Prepare materials for and facilitate Task Force Meeting #2, to receive input on multifamily design issues and concerns, and establish a preliminary list of the types of multifamily standards to be considered in Task 2 (e.g., parking, building orientation, setbacks, step-backs, open space, etc.)
- Prepare material for and facilitate Joint City Council/Planning Commission Meeting #1 to review Task Force recommendation on multitrack system.

Timing: October/November 2018

Task 2: Develop code concepts for multifamily housing

The Consultant team will:

- Draft multifamily code concepts. The concepts should outline options for each of the clear and objective standards based on the preliminary list established in Task 1.
- Review code concepts with City staff and revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #3 to review initial code concepts and alternatives, seek Task Force input on preferred approach.

Timing: November 2018

Task 3: Finalize code concepts for multifamily housing

The Consultant team will:

- Refine and update multifamily code concepts based on input from Task Force regarding preferred alternatives.
- Review revised code concepts with City staff and further revise as necessary.
- Based on comments from staff, prepare materials for and facilitate Task Force Meeting #4 to review revised code concepts, seek confirmation that the proposed concepts should provide the basis for the first draft of the code amendments.

Timing: December 2018

Task 4: Develop code concepts for infill and other housing types

The Consultant team will:

- Draft code concepts for other housing types (e.g., “missing middle”, single family infill standards, duplexes, ADUs, townhomes). The concepts should outline options for clear and objective standards.
- Review code concepts with City staff and revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #5 to review initial code concepts and alternatives; seek Task Force input.

Timing: January 2019

Task 5: Finalize code concepts for infill and other housing types

The Consultant team will:

- Revise and update code concepts (include any recommended amendments to parking or other related requirements) based on input from Task Force regarding preferred alternatives.
- Review revised code concepts with City staff and further revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #6 to review revised code concepts, seek confirmation that the proposed concepts should provide the basis for the first draft of the code amendments regarding infill and other housing types.

Timing: February 2019

Task 6: Public Outreach, Code Concepts

The Consultant team will:

- Prepare materials for and facilitate public Open House #1 for multitrack system and multifamily, infill, and other housing type Code concepts.
- Prepare materials for and facilitate joint City Council/Planning Commission Meeting #2 for multitrack system and multifamily, infill, and other housing type Code concepts. Input received through the Open House will be incorporated.

Timing: March 2019

Task 7: Preliminary draft code amendments for multitrack system, multifamily housing, infill, and other housing types

The Consultant team will:

- Prepare a first draft of code amendments for multitrack system, and multifamily and other housing types (e.g., “missing middle”, single family infill standards, duplexes, ADUs, townhomes) for staff review.
- Review revised code with City staff and revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #7 to review draft code amendments; seek Task Force input and revise draft amendments as necessary.

Timing: March/April 2019

Task 8: Internal review draft of code amendments for multitrack system, multifamily housing, infill, and other housing types

The Consultant team will:

- Prepare a package of code amendments based on feedback received through Task 7 and incorporating any related amendments needed to other sections of the Albany Development Code.
- Meet with staff to review draft code amendments.

Timing: May 2019

Task 9: Final draft of code amendments for multitrack system, multifamily housing, infill, and other housing types

The Consultant team will:

- Update the residential code amendments based on staff comments and suggestions received in Task 8.
- Prepare materials for and facilitate public Open House #2
- Prepare materials for and facilitate Joint Planning Commission/City Council Work Session #3 to review final draft code amendments. Task Force will participate in this joint work session as Task Force meeting #8.
- Revise final draft code amendments based on input received. (*Adoption of the multifamily amendments will occur in Task 17 unless Council directs otherwise*).

Timing: June 2019

PHASE 2 – Commercial/Non-Residential Development Standards

The City expects review of commercial/non-residential development standards and the adoption process for all proposed amendments (multitrack design/development review system and residential and commercial/non-residential standards) to be completed by June 2020. The intent is to use the multitrack design/development review system established in Phase 1 for non-residential development.

Task 10: Phase 2 kick-off, issues identification

The Consultant team will:

- Meet with City staff to discuss issues related to commercial/non-residential development in Albany.
- Prepare materials for and facilitate Task Force Meeting #9 to receive input for non-residential issues and concerns, and to establish a preliminary list of the types of non-residential standards to be considered in Phase 2 (e.g., parking, building orientation, setbacks, step-backs, open space, etc.). To the extent that there are new Task Force members, introduce them to the project, and provide background and context.

Timing: July/August 2019

Task 11: Develop code concepts for commercial/non-residential development

The Consultant team will:

- Draft commercial/non-residential code concepts. The concepts should outline options for each of the clear and objective standards based on the preliminary list established in Task 10.
- Review code concepts with City staff and revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #10 to review initial code concepts and alternatives, seek Task Force input on preferred approach.

Timing: August 2019

Task 12: Finalize code concepts for commercial/non-residential development

The Consultant team will:

- Refine and update commercial/non-residential code concepts based on input from Task Force regarding preferred alternatives.
- Review revised code concepts with City staff and further revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #11 to review revised code concepts, seek confirmation that the proposed concepts should provide the basis for the first draft of the code amendments.

Timing: September 2019

Task 13: Public Outreach, Commercial/Non-Residential Code Concepts

The Consultant team will:

- Prepare materials for and facilitate public Open House #3 for commercial/non-residential Code concepts.
- Prepare materials for and facilitate joint City Council/Planning Commission Meeting #4 for commercial/non-residential Code concepts. Input received through the Open House will be incorporated.

Timing: October 2019

Task 14: Preliminary draft code amendments for commercial/non-residential development

The Consultant team will:

- Prepare a first draft of code amendments for commercial/non-residential development based on the code concepts.
- Review revised code with City staff and revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #12 to review draft code amendments; seek Task Force input and revise draft amendments as necessary.

Timing: November 2019

Task 15: Internal review draft of code amendments for commercial/non-residential development

The Consultant team will:

- Prepare a package of code amendments based on feedback received through Task 14 and incorporating any related amendments needed to other sections of the Albany Development Code.
- Meet with staff to review draft code amendments.

Timing: December 2019

Task 16: Final draft commercial/non-residential code amendments

The Consultant team will:

- Update the commercial/non-residential code amendments based on staff comments and suggestions received in Task 15.
- Prepare materials for and facilitate public Open House #4
- Prepare materials for and facilitate Joint Planning Commission/City Council Work Session #5 to review final draft code amendments. Task Force will participate in this joint work session as Task Force meeting #13.
- Revise final draft code amendments based on input received.

Timing: January 2020

Task 17: Adoption

The Consultant team will:

- Make any final revisions to Code amendments.
- Assist staff in the preparation of ordinance.
- Prepare draft staff report and findings.
- Prepared presentations for and present at public hearings and work sessions (two for Planning Commission and two for City Council).

Timing: February - June 2020

PHASE 3 – Land Division Standards and Procedures, and Nonconforming Development

Task 18: Phase 3 kick-off, issues identification

The Consultant team will:

- Meet with City staff to discuss issues related to land division standards and procedures (land divisions), and nonconforming development in Albany.
- Prepare materials for and facilitate Task Force Meeting #14 to receive input on land divisions and nonconforming development to establish a preliminary list of the types of standards and review process to be considered in Task 19 (e.g., lot and block standards, threshold for Planning Commission review of land divisions, triggers for requiring nonconforming development to meet current standards.). To the extent that there are new task force members, introduce them to the project and provide background and context.

Timing: July 2020

Task 19: Develop code concepts for land divisions and nonconforming development

The Consultant team will:

- Draft code concepts. The concepts should outline review process options and options for each of the clear and objective standards based on the preliminary list established in Task 18.
- Review code concepts with City staff and revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #15 to review initial code concepts and alternatives, seek Task Force input.

Timing: August 2020

Task 20: Finalize code concepts for land divisions and nonconforming development

The Consultant team will:

- Refine and update subdivision and nonconforming development code concepts based on input from Task Force regarding preferred alternatives.
- Review revised code concepts with City staff and further revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #16 to review revised code concepts, seek confirmation that the proposed concepts should provide the basis for the first draft of the code amendments.

Timing: September 2020

Task 21: Public outreach, land division and nonconforming development code concepts

The Consultant team will:

- Prepare materials for and facilitate public Open House #5 for land division and nonconforming development Code concepts.
- Prepare materials for and facilitate joint City Council/Planning Commission Meeting #6 for land division and nonconforming development Code concepts. Input received through the Open House will be incorporated.

Timing: October 2020

Task 22: Preliminary draft code amendments for land divisions and nonconforming development

The Consultant team will:

- Prepare a first draft of code amendments for land divisions and nonconforming development based on the code concepts.
- Review revised code with City staff and revise as necessary.
- Prepare materials for and facilitate Task Force Meeting #17 to review draft code amendments; seek Task Force input and revise draft amendments as necessary.

Timing: November 2020

Task 23: Internal review of draft code amendments for land divisions and nonconforming development

The Consultant team will:

- Prepare a package of code amendments based on feedback received through Task 22 and incorporating any related amendments needed to other sections of the Albany Development Code.
- Meet with staff to review draft code amendments.

Timing: December/January 2020

Task 24: Final draft subdivision and nonconforming development code amendments

The Consultant team will:

- Update the code amendments based on staff comments and suggestions received in Task 23.
- Prepare materials for and facilitate public Open House #6.
- Prepare materials for and facilitate Joint Planning Commission/City Council Work Session #7 to review final draft code amendments. Task Force will participate in this joint work session as Task Force meeting #18.
- Revise final draft code amendments based on input received.

Timing: January/February 2021

Task 25: Adoption

The Consultant team will:

- Make any final revisions to Code amendments.
- Assist staff in the preparation of ordinance.
- Prepare draft staff report and findings.
- Prepared presentations for and present at public hearings and work sessions (two for Planning Commission and two for City Council).

Timing: February - June 2021

4.5 PROJECT SCHEDULE AND PLAN TIMELINE

The City expects the Proposer selected for award of contract to start work as soon as a contract is executed. Refer to Attachment A for the City’s Standard Professional Services Agreement.

The City anticipates all work will be completed by June 2021; however, the City will take a phased approach to assure meeting the priority of the service needs listed in Section 4 – Scope of Work. The first phase of

work must be completed by June 2019, with subsequent phases completed as shown in Section 4.4. The City reserves the right to add or delete services based on the availability of project funding.

The specific dates for events and the deliverable timelines will be determined after the selection of the Consultant and outlined in the Statement of Work. The Consultant will propose a detailed Project Schedule and an explanation of how the Consultant will meet the Project requirements and desired timeline as described in Section 5.8.

4.6 PROJECT MANAGEMENT

The City reserves the right to require written status reports (no more than twice per month) to verify Project progress, any Project Schedule or budget changes, and to document/discuss any other issues that may affect successful on-time and on-budget Project implementation.

4.7 WORK PERFORMED BY CITY AND OTHERS

The selected Proposer 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 Consultant. Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. At all times, the City will do its utmost to provide timely responses regarding all Project issues and questions that might arise.

4.8 PROJECT DELIVERABLES

The final project deliverables for each phase of the project shall be a set of Code Amendments presented to the City Council in a form ready for adoption. Amendments should be easy to understand and implement, comply with state law, particularly “needed housing” provisions, and be an effective planning and place-making tool.

SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

5.1 SUBMITTAL OF PROPOSALS

To be considered for this Project, each Proposer must provide seven (7) total copies of their proposal, one copy should be marked “ORIGINAL.” In addition to the hard copy (printed paper) version of the proposal, Consultant shall provide an electronic version of the proposal on a USB drive in non-editable, Adobe format. Sealed proposals must be received by the City of Albany, at the Parks & Recreation Counter, not later than the listed due date in the RFP Schedule. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be submitted in a sealed envelope and the outside of the envelope shall plainly identify: (1) the name of the RFP, (2) the RFP closing date and time, and (3) the name and address of the Proposer.

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

5.2 PROPOSAL FORMAT

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

5.3 PROPOSER REPRESENTATIONS

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

5.4 JOINT PROPOSALS

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

5.5 PROPOSED PROJECT TEAM

It is the City’s expectation that the Project Team presented in the proposal shall be the team used once the project is initiated. If unforeseen circumstances require a deviation from the proposed Project Team, the City reserves the right to review, in writing, the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract with the Consultant.

5.6 INDEPENDENT CONTRACTOR (ORS 670.600)

The Proposer shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Consultant, in performing the services specified in this contract, shall act as an independent contractor and shall have the control of the work and the

manner in which it is performed. Consultant is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provide its employees.

5.7 PROPOSAL REQUIREMENTS

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City, may disqualify the Proposer. Each Proposer shall provide the following in addition to describing their qualifications and commitment to providing the required scope of services.

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

5.8 PROPOSAL SUBMITTAL CONTENT MANDATORY

1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Professional Services Agreement, Attachment A, and meet the requirements of this RFP. The Introductory Letter shall also name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Proposer. Include email address, telephone, and fax numbers. Any exceptions to the City's Standard Professional Services Agreement should be provided within this Letter. Proposer must confirm or decline participation in the Cooperative Agreement by acknowledgement in the Introductory Letter and the Non-Collusion and Conflict of Interest Certification. Participation will extend the resulting award to other Participating Agencies, ORS 279A.215, Intergovernmental Cooperative Purchasing. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter.

2. Demonstration of Previous Relevant Project Work and Project Team

- a. The history of the firm including the number of locations, length of time in business, number of employees, and approximate number of projects worked on per year;
- b. Resume of lead Consultant and detailed experience of other Consultants, including subconsultants if applicable, who may be assigned to the task;
- c. Submit at least three (3) examples of related/relevant private or public projects for each member of the Project Team and their assigned role for the Project;
- d. Project Team's knowledge of principles related to code construction, urban design, site planning, Crime Prevention Through Environmental Design (preferable), and real estate development;
- e. Project Team's knowledge of Oregon land use laws including "needed housing" provisions.

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

Proposers must present a Work Plan and Deliverable Schedule that best addresses and fulfills the project objectives and the City's needs given budget and time constraints as described in Section 4 Scope of Work. The Consultant will have primary responsibility for developing concepts and strategies and preparation of all meeting materials and draft Code amendments. The Consultant should identify strategies for soliciting and articulating amendment ideas suggested by the community. Additionally, the Consultant should identify strategies for illustrating and articulating proposed standards, guidelines, criteria, etc. so the intended purpose of such standards or guidelines are easily understandable.

The Work Plan must include:

- a. Assigned personnel per phase, including any subconsultants, hours anticipated, and by task.
- b. Proposed Project Manager per Phase, hours anticipated, and by task.

The Deliverable Schedule must include:

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

The Cost Proposal Summary must be submitted on Exhibit E and summarize the Work Plan and Deliverable Schedule.

- a. Include the total costs for Phase 1, Phase 2 and Phase 3.
- b. List the Project Team individuals by name and include their hourly rate and total hours for the specific tasks indicated in Section 4.4.
- c. Individual's travel costs for workshops, meetings, or other activities, and materials and supplies are considered incidentals.

Consultant's Work Plan must clearly reflect work assignments and products to be completed by the Consultant or City staff.

5.9 ADDITIONAL FORMS REQUIRED WITH PROPOSAL SUBMITTAL

The following shall be included with the Proposal Response.

1. Non-Collusion and Conflict of Interest Certification (Exhibit A)
2. Certification Statement for Corporation or Independent Consultant (Exhibit B)
3. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C)
4. Certification of Insurance Requirements (Exhibit D)
5. Cost Proposal Summary (Exhibit E)
6. Addenda - All addenda of this RFP should be submitted as part of the Proposal Response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Albany. Addenda are posted on the City of Albany's website at <http://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>.

SECTION 6 – EVALUATION CRITERIA

6.1 SELECTION PROCESS

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

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

6.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of at least three (3) City staff members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, or otherwise brought to an end, have communications with any Proposers regarding their proposals or the process.

The City is seeking value from the service requested. While cost is important to the overall evaluation process, the experience and qualifications may be assigned a higher value. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. The goal of the evaluation process is to select a firm believed to best meet the City’s expectations for providing the highest quality of services at a cost representing the best value to the City.

6.3 INTERVIEWS (Optional)

At the City’s option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Albany. Consultants invited to the interview will be responsible for making and paying for their own travel arrangements. If held, a possible 50 points will be attributed to interviews and the City will provide selected Proposers with a set of questions prior to the interview date.

6.4 EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the apparent successful Proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score. If final scores are within five points, the City reserves the right to negotiate with any of these Proposers or may elect to negotiate a contract using best and final offers in accordance with OAR 137-047-0261. Total possible points will be 100.

6.4.1 Introductory Letter (Pass/Fail)

The Introductory Letter should reflect an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Professional Services Agreement and this RFP. The Consultant must clearly state any exceptions to terms and conditions contained in the Agreement. The Introductory Letter shall also name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the Firm. Email address and phone and fax numbers should be provided. The Letter must confirm or decline participation in Intergovernmental Cooperative Purchasing. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter. See Section 5.8(1) for additional requirements.

6.4.2 Demonstration of Previous Relevant Project Work & Project Team (40 points)

Project Work

As required in Section 5.8(2), Consultant shall describe their specific experience demonstrating the successful completion of related or similar projects and should address the following:

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

Project Team

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand. The basic question is how well the team's qualification and experience relate to the requested services. See Section 5.8(2) for submittal requirements for the Project Team.

Proposer should identify any other firms (subconsultants) included on the Project Team along with the Consultant and describe the scope of the Consultant's and each firm's services and responsibilities during the project.

6.4.3 Project Understanding and Work Plan (35 points)

This evaluation component will allow the City to assess the Consultant's understanding of the services that are requested and needed for a successful project. In that regard, the Consultant must present a clear and concise understanding of the overall project and its objectives based on the available information. Consultant should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include an outline of various general and/or specific tasks the Consultant believes are important for prudent management and sequencing of the tasks, and detailed Schedule that includes the phasing of work envisioned in the Project. Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating Task Force or other meetings and building consensus. See Section 5.8(4) for minimum submittal requirements.

6.4.4 Project Schedule and Cost Proposal Summary (25 Points)

This evaluation component will confirm Consultant can meet the overall phase milestones identified in Section 4 and evaluate the Cost Proposal Summary submitted on Exhibit E.

6.5 EVALUATION CRITERIA SCORE GRID

Introductory Letter	Pass/Fail
Demonstration of Previous Relevant Project Work and Project Team	40%
Project Understanding and Work Plan	35%
Project Schedule and Cost Proposal Summary	25%
TOTAL POINTS AVAILABLE 100	100%

6.6 NEGOTIATIONS

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

6.7 BEST AND FINAL OFFERS

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

6.8 RANKING OF PROPOSALS

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

SECTION 7 – CONTRACT REQUIREMENTS

7.1 CONTRACT AWARD

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

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

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

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

7.2 INSURANCE REQUIREMENTS

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

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

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

EXHIBIT A - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Request for Proposals, Exhibits, Attachments, and Addenda, if applicable, for the term of the Agreement and certifies that the Proposer is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Proposal.

Certifications

Non-Collusion The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and proposal 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 proposals to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

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

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

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

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

Intergovernmental Cooperative Procurement Participation (check box that applies): Yes No

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

Signature Block

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

Proposer's Name

Telephone Number

Mailing Address, City, State, Zip

Tax Id Number

Facsimile Number

Email Address

Signature

Date

EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONSULTANT

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

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

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

Signature: _____

Title: _____ Date: _____

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

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

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

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

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

Contractor
Signature: _____ Date: _____

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Signature: _____ Date: _____

Print Name and Title _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

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

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the City.

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

Contractor's Acceptance: _____

Completed at City by: Diane M. Murzynski

EXHIBIT E – COST PROPOSAL SUMMARY

In accordance with the Request for Proposals issued by the City of Albany, the firm referenced below hereby submits a Cost Proposal Summary.

Items	Description*	List Personnel	Hours	Hourly Rate	Total Cost
1	Phase 1: Multitrack Review System and Residential Code Update				\$0.00
2	Phase 2: Non-Residential/Commercial and Industrial Code Update				\$0.00
3	Phase 3: Subdivision and Non-conforming Development Code Updates				\$0.00
TOTAL					\$0.00

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

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A – *SAMPLE CONTRACT*

STANDARD TERMS AND CONDITIONS AGREEMENT TO FURNISH PROFESSIONAL SERVICES FOR DEVELOPMENT CODE REVIEW AND AMENDMENTS CITY OF ALBANY, OREGON

ARTICLE I: SCOPE OF SERVICES

For consideration set forth in Article V of this Agreement, the firm of _____, hereinafter referred to as CONSULTANT, agrees to provide professional consulting services for the Albany Development Code Review and Amendments for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as CITY.

CONSULTANT further agrees to provide consulting services for a contract term beginning October 1, 2018 for Phase 1, with an option for the City to award a notice to proceed for two additional phases (Phase 2 and Phase 3) if funding is available with an ultimate completion date of June 2021. This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Request for Proposals, including Exhibits and Attachments, and Consultant's Proposal Response.

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

ARTICLE II: RESPONSIBILITIES OF CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article IV.
- B. Quality of Service. CONSULTANT, in performing the services called for in this RFP, shall maintain the highest level of quality practicable. The quality of services shall be no less than the highest standards maintained by other Consultants providing development code review in the state of Oregon.
- C. Lead Consultant. _____ shall serve as the Lead Consultant for the Project described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- D. Documents Produced. CONSULTANT agrees that all work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XII.
- E. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A, and B, as though each obligation or condition were fully set forth herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement shall be deemed to be not in compliance with any statute or role of law, such provision shall be deemed modified to ensure compliance with said statute or role of law.

- F. Oregon Workers' Compensation Law. CONSULTANT, its subconsultant/subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- G. Record Retention and Review. The CONSULTANT shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject during regular business hours of the CONSULTANT to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONSULTANT. The CONSULTANT will retain all records related to this Agreement for seven (7) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONSULTANT shall be responsible for any audit exceptions or disallowed costs incurred by the CONSULTANT or any of its subconsultants/subcontractors.
- H. Oregon Identity Theft Protection Act. CONSULTANT, and its subconsultants/subcontractors to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- I. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY'S obligation to make payment. If the CONSULTANT fails to complete and return the W-9 Form to the CITY, payment to CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.
- J. ACH Direct Payment Authorization. The CITY prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANTS must complete the City's ACH Vendor Direct Payment Authorization Form. The form is available on the CITY website at <http://www.cityofalbany.net/departments/finance/city-purchasing/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY shall authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONSULTANT for inspection or access to CITY's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant, auditor, and other Consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

ARTICLE IV: MODIFICATIONS

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

ARTICLE V: COMPENSATION

CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this agreement and the Cost Proposal Summary for the Request for Proposals attached hereto as Exhibit E.

The CITY shall remit payment within thirty (30) days of receipt of a monthly billing from the CONSULTANT. Such billing shall be only for services provided to that point. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less.

Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

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

ARTICLE VI: INDEMNIFICATION

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

ARTICLE VII: INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability Insurance:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability Insurance:** Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. **Workers' Compensation Insurance:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. **Professional Liability Insurance:** Insurance on an occurrence or claims made basis with 24 month tail coverage.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

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

- 2. Automobile Liability:** \$2,000,000 Per Occurrence

- 3. Employers Liability:** \$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee

- 4. Professional Liability** \$2,000,000 Per incident/Claim
\$2,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

- 1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT’S or any subconsultants/subcontractor’s activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
- 3. Workers’ Compensation and Employers Liability Coverage - The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subconsultants/subcontractors by the CONSULTANT or subsidiary or affiliate Firms of the CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONSULTANT shall remain fully responsible for the work performed, whether such performance is by the CONSULTANT or subconsultants/subcontractors. No subconsultants/subcontractors shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT .

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with

respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONSULTANT may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

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

In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT shall be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article. Upon termination, CONSULTANT shall provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

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

ARTICLE XII: FORCE MAJEURE

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

ARTICLE XIII: DISPUTE COSTS

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

ARTICLE XIV: CONFLICT AND SEVERABILITY

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

ARTICLE XV: CONSTRUCTION

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

ARTICLE XVI: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE XVII: COOPERATIVE PROCUREMENT

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

ARTICLE XVIII: COURT OF JURISDICTION

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

CONSULTANT:

CITY OF ALBANY, OREGON:

Date: _____

Date: _____

By: _____

By: _____

Jeff Blaine, P.E., Public Works
Engineering and Community
Development Director

By: _____

Title: _____

Mailing Address: _____

APPROVED AS TO FORM:

Telephone: _____

By: _____

City Attorney

Fax: _____

Corp. Tax No./Social Security No.