



CITY OF ALBANY, OREGON  
COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSALS  
**Housing Needs Analysis and  
Economic Opportunities  
Analysis and Strategy**

**Issue Date:** March 27, 2019

**Due Date:** May 13, 2019, 2:00 p.m. (Local Time)

**Public Works Engineering and Community Development Director..... Jeff Blaine, PE**  
**Planning Manager.....David Martineau, AICP**  
**Purchasing Coordinator..... Diane M. Murzynski, CPPO, CPPB**

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

CITY OF ALBANY

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## PROPOSER'S SUBMITTAL CHECKLIST

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

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

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

Proposers should **submit five (5) copies** of their proposal. In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format. All proposals should include the following submittals to be considered responsive:

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



**CITY OF ALBANY, OREGON**  
**REQUEST FOR PROPOSALS (RFP)**  
**Housing Needs Analysis and**  
**Economic Opportunities Analysis and Strategy**  
**Proposals Due by 2:00 p.m. (local time), May 13, 2019**

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

- Housing Needs Analysis to 2040 and associated residential buildable lands inventory compliant with Statewide Planning Goal 10, OAR 660-008, ORS 197.295 to ORS 197.314, and OAR 660-0038;
- Economic Opportunities Analysis and Strategy to 2040 compliant with Statewide Planning Goal 9, OAR 660-009, and associated employment lands inventory compliant with OAR 660-0038;
- Tabular data, maps, graphics, or other illustrations that illustrate findings associated with the above deliverables;
- Consultation on and participation in public engagement strategies;
- Presentations of preliminary findings and final recommendations to policy makers, commissions, and stakeholders, as needed; and
- Prepare final analysis documents in a form ready for public hearings.

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 the Community Development Department, 333 Broadalbin Street SW, Albany, OR 97321, or phone 541-917-7522, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. There is a \$35 charge for printed RFP documents.

The City will post all addenda on the City website. Prospective Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at 541-917-7522. Inquiries concerning the scope of services should be directed to Anne Catlin, Planner III, [anne.catlin@cityofalbany.net](mailto:anne.catlin@cityofalbany.net), 541-917-7560.

Sealed proposals must be received by the City of Albany at the Parks & Recreation Counter, not later than 2:00 p.m. (local time), May 13, 2019, 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 submittal of 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 27TH DAY OF MARCH 2019.

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Wednesday, March 27, 2019  
Daily Journal of Commerce, on Wednesday, March 27, 2019

# SECTION 1 – BACKGROUND AND INFORMATION

## 1.1 INTRODUCTION

The City of Albany is a municipal governmental entity providing a full range of services, including fire and police protection; sewer services; water services; construction and maintenance of highways, streets, and infrastructure; recreational activities; and cultural events. The City of Albany, with a 2018 population of 53,145, is the 11th largest city in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the City of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5, and across the Willamette into the farms and wooded hillsides of North Albany.

Albany operates under a home-rule charter in a Council-Manager form of government. Albany is led by an elected, non-partisan seven-member Council. The Council consists of the Mayor and six Council members. The Mayor is elected at-large every two years; Councillors are elected for overlapping four-year terms within three City wards. The City Manager serves at the pleasure of the Council. The Council meets on the second and fourth 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 438 FTE employees and up to an additional 100 part-time or temporary employees. 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 City of Albany adopted its first comprehensive plan in 1980. Albany's most recent citywide residential Buildable Lands Inventory (BLI) was completed in 2005 with a Housing Needs Analysis adopted in 2006. The citywide BLI for Employment Land and Economic Opportunities Analysis were completed and adopted in 2007. A BLI and Market Analysis for the South Albany Area Plan were completed in 2012.

More information is available on the following City web pages:

- <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 includes researching and analyzing residential and employment growth trends, projecting growth and associated land needs to YR 2040, and policy recommendations and strategies to address housing needs and economic development. The end-products of this Project will provide the City with a clear understanding of the City's capacity for development within the City limits and Urban Growth Boundary (UGB) and will provide strategic methods and policies for directing residential growth and realizing economic opportunity. The Housing Needs Analysis and Economic Opportunities Analysis will fulfill Statewide Planning Goals 9 and 10 and the requirements of ORS 197.296 through 197.314. The Project also includes providing the City of Albany with an actionable and impactful economic development strategy.

### **1.3 REQUIRED SERVICES**

The City is seeking a qualified firm to prepare Housing Needs Analysis (HNA) and Economic Opportunities Analysis (EOA) and Strategy for the City of Albany to YR 2040 with associated buildable lands inventories.

The products will provide the City with a clear understanding of whether Albany's buildable lands can accommodate projected residential and employment growth within the City limits and UGB to YR 2040. The HNA will recommend policies to guide planning efforts to meet housing needs. The EOA will identify growing and emerging industrial sectors and will recommend strategies to retain and attract businesses that will create employment and diversify the City's economic base. Final product deliverables will be a set of documents ready for public hearings in print and electronic formats.

The qualified firm or team should demonstrate a high level of experience and skill in preparing buildable land inventories, housing needs analyses, and economic opportunities analyses compliant with Oregon Land Use laws. Consultant firm or team shall have experience in conducting evaluations of economic development activities and programs, identifying innovative solutions to public policy challenges and comprising forward looking strategic planning.

The benefits from a successful project will include: 1) a clear understanding of the capacity of Albany's residential and industrial/employment lands to YR 2040 within the City limits and UGB; 2) policy recommendations regarding housing and economic development needs; 3) data and analyses to support amendments to the Albany Comprehensive Plan, Zoning Map, and Development Code as necessary; and 4) a comprehensive analysis of Albany's economic strengths and opportunities and strategies to retain and attract businesses to create a sustainable economic base.

The objective of requesting proposals is for the City to contract with a firm that can offer the highest quality of service 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 sole point of contact for the City for questions, concerns, and protests. Proposals must be received at the City of Albany Parks & Recreation counter, not later than **2:00 p.m., local time, on Tuesday, May 13, 2019.**

#### Submittal Address & Process Questions

City of Albany  
Finance Department  
Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator  
333 Broadalbin Street SW, Albany, OR 97321  
Email: [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net)  
Phone: 541-917-7522

#### Technical Questions/Scope of Work

Anne Catlin, Planner III  
Email: [anne.catlin@cityofalbany.net](mailto:anne.catlin@cityofalbany.net)  
Phone: 541-917-7560

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

### 2.2 RFP SCHEDULE

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

RFP Advertised	March 27, 2019
Date to Submit Changes or Solicitation Protests	April 9, 2019, 2:00 p.m.
Last Date for Addenda	May 9, 2019, 12:00 p.m.
Proposal Due Date	May 13, 2019, 2:00 p.m.
Evaluate Proposals	May 13-17, 2019
Optional Interviews	May 20-22, 2019
Notice of Intent to Award	May 28, 2019
Protest Period ends (seven calendar days)	June 4, 2019, 2:00 p.m.
Contract Award & Execution	June 2019

### 2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

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

1. All addenda, clarification, and interpretations will be posted on the City of Albany's website at [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.”

## **2.5 CANCELLATION**

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

## **2.6 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS**

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

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

## **2.7 CONDITIONS OF SUBMITTAL**

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

1. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer’s response to this solicitation.
2. The Proposer has examined all parts of the RFP, 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 RFP. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

## **2.10 COMPETITION**

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

## **2.11 SOLICITATION PROTESTS**

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

## **2.12 COST OF RFP AND ASSOCIATED RESPONSES**

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

## **2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS**

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

## **2.14 REJECTION OF PROPOSALS**

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

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

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

## **2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER**

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

## **2.16 PROPOSAL OWNERSHIP**

1. All Proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and 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 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 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 (ADEA) of 1967; and Oregon Revised Statutes.

## **2.19 DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

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 PAY EQUITY COMPLIANCE**

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

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

## **2.21 SUBCONTRACTORS/SUBCONSULTANTS**

In all solicitations either by competitive bidding, proposals, 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 or subconsultant or supplier shall be notified by the successful proposer of the Proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

## **2.22 IDENTICAL PROPOSALS**

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

## **2.23 COMPLIANCE WITH STATE OF OREGON LAWS**

By submitting a response to this solicitation, Proposer agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation shall include the following laws of the State of Oregon and are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.225, 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 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 days after issuance of the notice of intent to award the contract or if no notice of intent to award is issued, within 48 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 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.

## **2.27 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.

## **2.28 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.

## SECTION 3 – GENERAL PROVISIONS

### 3.1 DEFINITIONS

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

CITY, OWNER means the City of Albany, Oregon.

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

COMPREHENSIVE PLAN means the Albany Comprehensive Plan and associated Comprehensive Plan map.

CONTRACT DOCUMENTS are 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, VENDOR, SUPPLIER is the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE is 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.

DEVELOPMENT CODE means the Albany Development Code.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

RESPONSIVE PROPOSAL is 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.

SFHA means Special Flood Hazard Area.

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

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

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

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

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

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

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

ZONING MAP means the Albany Zoning Map.

### **3.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR**

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

Anne Catlin, Community Development Planner  
Phone: 541-917-7560  
Email: [anne.catlin@cityofalbany.net](mailto:anne.catlin@cityofalbany.net)

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

### **3.3 NOTICES, INVOICES, AND PAYMENTS**

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

CITY OF ALBANY:           Attn: Accounts Payable  
                                  P.O. Box 490  
                                  Albany, Oregon 97321  
                                  [accountspayable@cityofalbany.net](mailto: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 prepare Housing Needs Analysis and Economic Opportunities Analysis and Strategy for the City of Albany to YR 2040 with associated buildable lands inventories.

The City's residential BLI was last completed in 2005 and Housing Needs Analysis in 2006. The citywide BLI for Employment Land and Economic Opportunities Analysis were completed and adopted in 2007. A BLI and Market Analysis for the South Albany Area Plan were completed in 2012.

The project will provide hearings-ready documents that will enable the City to update the City's BLIs, HNA, and EOA. The project will also include an economic development strategy.

The project goals and objectives are to:

- Assess the City's current buildable lands availability for all commercial, industrial and residential plan designated categories within the City limits and UGB;
- Assess future needs for housing (quantity and type) to YR 2040 and a comprehensive analysis of Albany's economic strengths, opportunities and strategies to attract and retain business to enhance the City's economic base.
- Provide direction and data to support efforts to amend and update the Albany Comprehensive Plan, Albany Zoning Map, and Albany Development Code as necessary to meet projected needs;
- Comply with ORSs and OARs related to Oregon Statewide Planning Goal 9 (Economy) and Goal 10 (Housing); and
- Support staff and participate in public outreach efforts including developing outreach materials (electronic or print surveys, etc.) and incorporation of feedback into final work products as appropriate. The City does not anticipate the use of a task force but recognizes the importance of engaging the community and soliciting input from stakeholders.

The City reserves the right to add or delete services based on the availability of project funding.

### 4.2 CONTRACT TERM AND PROJECT SCHEDULE

The contract is anticipated to begin on or before July 1, 2019. **All tasks must be completed by April 30, 2020.** The Proposer will propose a Project Schedule and an explanation of how the Proposer will meet the Project requirements and desired timeline.

The City expects the Proposer selected for award of contract to start work on or around July 1, 2019, with an opportunity to schedule the Task 1 Kick Off Meeting on or before June 14, 2019.

### 4.3 SCOPE OF SERVICES

The City has identified the following proposed tasks, which represent the City's conception of how to proceed with a buildable residential and employment land inventories, housing needs analysis, economic analysis, and economic development strategies and desired products. Proposers may recommend changes and alternative approaches that would better achieve the project objectives within the specified timeframe.

#### **Task 1: Project Kick-Off Meeting [4 hours]**

The contractor will work with City staff to develop a final scope of work, deliverables, project schedule, and budget. Contractor will meet with City staff in person to review the objectives of the project, scope of work, schedule, and data needs. Prepare a refined outline of expected reports data and other information associated with the BLIs, HNA and EOA. Objectives and outcomes of the meeting:

- (a) Discuss the objectives of the project;
- (b) Familiarize Contractor with City Planning and Economic Development documents and GIS data sets, and identify additional information needed;



- (c) Discuss approaches and methodologies for BLIs and for demand and capacity projections for the HNA and EOA;
- (d) Discuss public involvement strategies for HNA and EOA; and
- (e) Discuss the project schedule, scope of work, and deliverables.

#### Deliverables

- Produce meeting summary and list of defined and assigned follow-up actions and strategies.
- Public outreach and engagement strategies for the HNA and EOA.

### **Task 2: Housing Needs Analysis and Residential Buildable Lands Inventory**

#### Residential Buildable Land Inventory

Contractor will prepare a BLI for all residential and mixed-use designated properties in the Albany UGB consistent with the guidance and requirements provided in ORS 197.296 and Goal 10, OAR Chapter 660, Division 8. The Residential BLI shall determine the amount of available land in each residential and mixed-use zoning district and Comprehensive Plan designation in the UGB using GIS data and other sources to factor for constraints, and parcel-by-parcel analysis for partially vacant land. Subtasks include:

- (a) Determine committed/developed lands including properties currently under development, existing and planned right-of-way, planned public facilities, and utility easements.
- (b) Inventory of residential buildable land (tabular summary and map-based illustrations).
- (c) Calculate constrained lands using the following scenarios:
  - Scenario 1 – assume lands in the Special Flood Hazard Area (SFHA) are 100 percent constrained;
  - Scenario 2 - assume lands outside of the floodway but in the SFHA and not otherwise constrained are developable;
  - Scenario 3 - follow Scenario 1 and assume 50 percent, or other defensible percentage, of non-significant wetlands on the Local Wetlands Inventory are constrained; and
  - Scenario 4 - follow Scenario 2 and assume 50 percent, or other defensible percentage, of non-significant wetlands on the Local Wetlands Inventory are constrained.
- (d) Determine developability of partially vacant land on a parcel-by-parcel basis.
- (e) Determine developability of partially constrained land on a parcel-by-parcel basis to determine parcels that may be fully constrained based onsite conditions, state requirements, easements, or the City’s development code provisions; and to identify anomalies or unusual situations that may not show up in the data and warrant adjustments to the inventory as appropriate.
- (f) Summary of existing land supply and development constraints by zoning and Plan designation within the city limits and UGB.
- (g) The BLI shall include summary data and maps depicting vacant, partially vacant and re-developable land, and constrained lands within Albany’s city limits and UGB separating out available land within the city limits and the urban fringe/UGB.
- (h) Contractor shall refine BLI with city staff input.

#### Housing Needs Analysis

Contractor shall prepare housing needs analysis for population growth to YR 2040, compliant with ORS 197.296, and Goal 10, OAR 660, Division 8.

- (a) Inventory the number of housing units by actual density and mix constructed within the UGB by zoning district and Comprehensive Plan designation.
- (b) Evaluate demographic, housing, economic, and construction trends at the local, regional, state and national levels related to housing that may affect housing choices over the 20-year planning period.
- (c) Project the community’s median housing affordability rates to determine the types of housing each income bracket is likely to afford without being cost burdened.

- (d) Use the following population forecasts to project housing need: 1) Portland State University (PSU) forecasted population to YR 2040; 2) projection based on local growth trends, and 3) an alternative growth scenario if deemed necessary to provide low, medium, and high projections.
- (e) Project the needed housing units by housing type, densities, tenure and type/size to meet the projected population growth and incomes over the planning period consistent with the requirements for determining housing needs in Goals 10, OAR 660 Division 8, OAR 197.296 and applicable provisions of ORS 197.295 to 197.314.
- (f) Estimate the capacity to accommodate projected housing needs at maximum densities permitted in each zoning district or Comprehensive Plan designation, factoring for household characteristics and housing development trends for each population forecast to YR 2040.
- (g) Determine whether Albany's Urban Growth Boundary has sufficient residential lands to accommodate projected housing needs and housing types using average densities and existing development standards specified by the current Development Code, Zoning Map, and Comprehensive Plan.
- (h) Project build-out capacity within the City limits and in the UGB based on existing zoning and average densities and assumptions for residential Comprehensive Plan designations.
- (i) Recommend at least two alternative approaches and opportunities that meet housing needs to YR 2040 including suggestions for changes to the Comprehensive Plan and/or Zoning Map, and/or other measures that would increase the likelihood of needed residential development will occur consistent with Statewide Planning Goals 10 and 14.
- (j) Recommend approaches and opportunities that specifically accommodate needed affordable housing with the Albany UGB.
- (k) Review current housing and land use policies related to residential development and make recommendations with respect to potential changes in City policies.

#### Deliverables

- Residential BLI including tabular summary and database of buildable lands by zone and comprehensive plan designation both within the City limits and the Urban Fringe, and illustrative maps/graphics/tables in print and electronic formats acceptable to the City.
- Prepare and present preliminary residential land need analyses and findings at a public meeting of policy makers, stakeholders and public, and discuss opportunities and approaches to meeting housing needs.
- Housing Needs Analysis summarizing residential land needs, options and recommendations for changes to the Albany Comprehensive Plan and land use regulations to address needed housing to YR 2040 in print and electronic formats acceptable to the City.

### **Task 3: Economic Opportunities Analysis and Strategy and Employment Lands Inventory**

#### Employment Lands Inventory

Contractor shall conduct a BLI of the City's commercial and industrially zoned and designated lands within the City and UGB consistent with Statewide Planning Goal 9, OAR 660, Division 9.

- (a) Determine committed/developed lands including properties currently under development, existing and planned right-of-way, planned public facilities, and utility easements.
- (b) Inventory vacant, developed, and partially developed industrial and commercial lands per OAR 660, Division 9.
- (c) Determine constrained lands per OAR 660-038-130 using the following scenarios:
  - Scenario 1 – assume lands in the SFHA are 100 percent constrained;
  - Scenario 2 - assume lands outside of the floodway but in the SFHA and not otherwise constrained are developable;
  - Scenario 3 - follow Scenario 1 and assume 50 percent, or other defensible percentage, of non-significant wetlands on the Local Wetlands Inventory are constrained; and
  - Scenario 4 - follow Scenario 2 and assume 50 percent, or other defensible percentage, of non-significant wetlands on the Local Wetlands Inventory are constrained.

- (d) BLI shall consider site suitability for industries and infrastructure needs that affect the buildable area of sites.
- (e) Describe characteristics of buildable sites per OAR 660-009-025(3)(a).
- (f) Prepare summary data and maps that identify and categorize existing buildable land supply and development constraints by zoning and Plan designation within the City limits and UGB.

#### Economic Opportunities Analysis and Strategy

The Contractor will prepare an EOA compliant with OAR 660-009-0015 building upon the 2007 EOA and the 2012 Market Analysis prepared for the South Albany Area Plan. The Contractor shall also suggest economic development strategies for targeted employment growth.

- (a) Review local, state, regional and national employment trends by sector, identifying trends affecting local economic development.
- (b) Analyze the City's economy in the context of the region and state to identify comparative and competitive advantages and disadvantages and to ascertain emerging economic development characteristics.
- (c) Consult with City staff, industry and business stakeholders to identify industry needs and trends and to help identify industries and employment sectors likely to expand or locate in the City and to gain insight into challenges or economic opportunities for the City.
- (d) Conduct industry and occupational cluster analyses to identify industrial and employment sectors where Albany has a competitive advantage.
- (e) Prepare baseline employment forecasts based on population growth projections to YR 2040 and by sector based on trends and industries likely to expand or locate in Albany and how much regional employment growth captured in Albany to YR 2040 based on Albany's comparative economic advantages and disadvantages.
- (f) Convert sectoral employment forecasts to associated land needs to estimate the types and amounts of industrial and commercial land needs and site requirements of target industries consistent with OAR 660-009-0015 and determine the build-out capacity.
- (g) Identify short-term supply of the types and amount of Industrial/Employment land expected to be needed, and locational factors of needed land to accommodate projected employment growth to YR 2040 and determine whether the City has a short-term supply of land per OAR 660-009-0025(3).
- (h) Estimate the surplus or deficit of designated buildable industrial and employment lands to accommodate project employment growth to 2040 in the City limits and in the UGB, including an analysis of site characteristics, constraints, and infrastructure needs.
- (i) Estimate employment capacity at build-out of all industrial and commercial-zoned or designated lands.
- (j) Identify sites that may qualify for Regionally Significant Industrial Site designation per OAR 123-097-0500.
- (k) Identify unique opportunities to diversify and strengthen the City's economic base.
- (l) Work with staff and stakeholders to develop economic development objectives, policies and implementation strategies to provide a competitive short-term supply of employment land and necessary public facilities and services.
- (m) Identify specific steps and strategies to grow industries with the greatest growth potential as well as strategies for sustaining industries, such as incentive programs to attract or retain jobs, and recommendations on how to best leverage limited City resources.
- (n) Recommend economic policies per OAR 660-009-0020 including land use policies, and zoning maps, and district amendments to ensure the City has a competitive short-term supply of employment land.

#### Deliverables

- Employment Lands Inventory tabular summary and database of buildable lands by zone and Comprehensive Plan designation both in the City limits and in the Urban Fringe, produce maps to illustrate in print and electronic formats acceptable to the City.
- Prepare and present BLI and capacity findings to policy makers, stakeholders, and public.

- Economic Opportunities Analysis and Strategy in print and electronic formats acceptable to the City.to include:
  - Analysis of economic trends and their impact on the City’s future economic position;
  - Identify Albany’s position and strategic advantages within the region and how each business sector contributes to the local economy;
  - Detailed analysis of target and emerging industries, including locational factors; and
  - Recommendations for strategic investments, strategies, and best practices for retaining and attracting economic growth.
- Prepare presentation materials and present EOA findings at a public meeting of City staff, policy makers, and stakeholders.

#### **4.4 PROJECT MANAGEMENT**

The City anticipates regular communication and coordination with staff to discuss and evaluate interim products, data needs and limitations, public and stakeholder input, and adjustments that may be necessary.

The City reserves the right to request 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.

#### **4.5 WORK PERFORMED BY CITY AND OTHERS**

The selected Proposer will coordinate with the City to implement the Project Schedule and Scope of Work. Any specific duties the City will perform for the Project shall be identified by the 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.

#### **4.6 PROJECT DELIVERABLES**

The project deliverables shall be a set of documents, datasets and maps as described in Section 4.3 Scope of Services presented to City staff in a hearings-ready form compliant with state laws, including needed housing provisions. All documents shall be provided in print and electronically in PDF and Word/Excel formats and maps will be provided in PDF and ArcGIS formats.

Deliverable will provide the City with factual documents that provide direction for Comprehensive Plan and other policy amendments and future planning projects.

## **SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS**

### **5.1 SUBMITTAL PROCESS**

Each Proposer should provide five total copies of their proposal with one copy marked “Original”. In addition to the hard copy (printed paper) version of the proposal, Contractor should provide an electronic version of the proposal on a USB drive in non-editable, Adobe format.

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

Each proposal must address, 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 any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

### **5.4 JOINT PROPOSALS**

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

### **5.5 PROPOSED PROJECT TEAM**

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 Contractor, in performing the services specified in this

contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. 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 meeting the mandatory submittal requirements.

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

## 5.8 PROPOSAL CONTENT – MANDATORY SUBMITTAL

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

1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard 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. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter.

2. Experience, Qualifications, and Project Team

- a. The history of the firm(s) including the number of locations, length of time in business, number of employees, and specific experience in projects related to scope of work.
- b. Each Project Team member's knowledge of Oregon land use laws, administrative rules, and methodologies related to BLI, housing needs analyses, and economic development analyses and experience preparing economic development strategic plans.
- c. Resumes of lead Contractor and detailed experience of other Contractors, including subcontractors, if applicable, who may be assigned to each respective task.
- d. Submit at least three examples of related/relevant private or public projects from the Project Team and their assigned role for the Project. Links to online documents are permissible in lieu of hard copies.

3. Project Approach and Understanding

The Proposer must present a clear and concise understanding of the overall project and its objectives based on the available information and the Proposer's approach and philosophy to complete the project tasks and deliverables as well as the specific methodologies and tools and programs to be used to complete BLI, HNA, and EOA. Other potential tasks, subtasks, steps or deliverables not previously indicated herein should be presented, along with any innovative or other approaches to accomplishing the project objectives. Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials.

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

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

##### Work Plan must include:

- a. Assigned personnel, including any subconsultants, hours anticipated, and by task.
- b. Proposed Project Manager, hours anticipated and by task.
- c. Proposer's Work Plan must clearly reflect work assignments and products to be completed by the Proposer or City staff.
- d. Proposed public outreach and engagement strategy.

##### Deliverable Schedule must include:

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

##### Cost Proposal Summary:

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

### **5.9 ADDITIONAL ATTACHMENTS REQUIRED**

The following shall be included with the Proposal response.

1. Cost Proposal Summary (Exhibit A)
2. Non-Collusion and Conflict of Interest Certification (Exhibit B)
3. Certification Statement for Corporation or Independent Contractor (Exhibit C)
4. Proposer Representations and Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit D).
5. Certification of Insurance Requirements (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 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 contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, have communications with any Proposers regarding their proposals or the process.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total proposal score. The City is seeking value from the service requested. 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 to allow the Committee to complete the evaluation process.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 INTRODUCTORY LETTER and REQUIRED SUBMITTALS (Pass/Fail)**

- Did Proposer include an Introductory Letter?
- Did Proposer provide all required submittals?

#### **6.3.2 DEMONSTRATION OF PREVIOUS RELEVANT PROJECT EXPERIENCE AND PROJECT TEAM (35 points)**

##### Project Work

Proposer shall describe their specific experience demonstrating the successful completion of related or similar projects and should address the following:



- Did the Proposer provide adequate detail to determine the firm and the employee’s qualifications and experience providing the required services?
- Did the Proposer describe the proposed key personnel/employees’ qualifications and experience relating to the described scope of work and the proposed Project Team?
- Does the Proposer have adequate relevant experience?
- Will the proposed experience of the firm and assigned employees meet the needs of the City?
- Did Proposer list 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 proposed project tasks and deliverables. 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.

- Does the Project Team’s qualifications and experience relate to the requested services?
- Will the proposed experience of the Team meet the needs of the City?

**6.3.3 PROJECT UNDERSTANDING AND WORK PLAN (35 points)**

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

- Does the Proposer present a clear and concise understanding of the overall project and its objectives based on the available information?
- Did Proposer describe their approach to the project and specific methodologies and tools or programs for determining buildable lands, housing needs, and industry/employment cluster analysis?
- Did Proposer provide a public outreach and engagement strategy?
- Did Proposer provide other potential tasks, subtasks, steps, or deliverables not previously indicated or any innovative or other approaches to accomplishing the project objectives?
- Did Proposer include an explanation of how a collaborative relationship with the City will be established and the proposed best method for communication?

**6.3.4 PROJECT SCHEDULE AND COST PROPOSAL SUMMARY (30 points)**

This evaluation component will confirm whether Proposer can provide the requested services and deliverables specified in Section 4, Scope of Work, by the contract completion date. A complete Cost Proposal should be submitted on Exhibit A and project schedule shall be included with the Proposal as specified in Section 5.8.

- Did Proposer present a Schedule that is reasonable to result in completion on time?
- Are the costs proposed reasonable based on the work products and hours proposed?

#### 6.4 EVALUATION CRITERIA SCORE GRID

The criteria listed below will be used to evaluate and score proposals to determine the apparent successful Proposer. Total possible points will be 100. Points will be weighted as follows:

Introductory Letter and Other Required Submittals	Pass/Fail
Demonstration of Previous Relevant Project Work and Project Team	35%
Project Understanding and Work Plan	35%
Project Schedule and Cost Proposal Summary – Exhibit A	30%
TOTAL POINTS AVAILABLE IS 100	100%

#### 6.5 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. ***While an option, the City anticipates interviews will not be needed to make a selection.***

#### 6.6 RANKING OF PROPOSALS

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

#### 6.7 NEGOTIATIONS

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

#### 6.8 BEST AND FINAL OFFERS

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

## SECTION 7 – CONTRACT REQUIREMENTS

### 7.1 CONTRACT AWARD

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

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

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

**The Proposer hereby agrees to accept the contract terms of the attached 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 E, and Proposers must submit Exhibit E to acknowledge and accept the insurance requirements noted herein.

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

**ATTACHMENT A – *SAMPLE CONTRACT***

**STANDARD TERMS AND CONDITIONS AGREEMENT  
TO FURNISH PROFESSIONAL SERVICES**

**HOUSING NEEDS ANALYSIS, ECONOMIC OPPORTUNITIES ANALYSIS AND STRATEGY  
TO THE CITY OF ALBANY, OREGON**

**ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as CONTRACTOR, agrees to provide professional consulting services for a Housing Needs Analysis, Economic Opportunities Analysis and Strategy, and associated Buildable Land Inventories for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as CITY.

The term of this contract shall begin July 1, 2019 and be completed by April 30, 2020.

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, Attachments, and Appendices, Statement of Work, and Proposal Response.

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

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

**ARTICLE II: RESPONSIBILITIES OF CONTRACTOR**

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state and local laws, codes and regulations. CONTRACTOR agrees to provide professional services as defined in this RFP to the satisfaction of the City.
- C. Level of Competence. CONTRACTOR is employed to render professional services to the City and shall be responsible, to the level of competence presently maintained by other providers in good standing and engaged in the same type of professional services and other work products furnished under this Agreement.
- D. Lead Contractor/Consultant. \_\_\_\_\_ shall serve as the lead contact for to the City of Albany described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- E. Documents/Work Products Produced. CONTRACTOR agrees that all documents and work products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.

- F. State or Federal Requirements. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A, and B and C, as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement shall be deemed to be not in compliance with any statute or rule of law, such provision shall be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- H. Record Retention and Review. The CONTRACTOR shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject during regular business hours of the CONTRACTOR to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONTRACTOR. The CONTRACTOR will retain all records related to this Agreement for six years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONTRACTOR shall be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Identity Theft Protection Act. CONTRACTOR, and its subcontractors to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONTRACTORS must complete the City's ACH Vendor Direct Payment Authorization Form. The form is available on the City website at <https://www.cityofalbany.net/departments/finance/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- L. Pay Equity Compliance. As required by ORS 279B.235 CONTRACTOR shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONTRACTOR'S employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. CONTRACTOR'S compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.

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

### **ARTICLE III: RESPONSIBILITY OF CITY**

- A. Authorization to Proceed. CITY shall authorize CONTRACTOR upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONTRACTOR for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.

- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by CONTRACTOR, obtain advice of an attorney, accountant, auditor, and other contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONTRACTOR.

#### **ARTICLE IV: MODIFICATIONS**

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

#### **ARTICLE V: COMPENSATION**

CITY agrees to pay for the services procured in Article I in accordance with the final negotiated Cost Proposal and the Statement of Work.

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

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

#### **ARTICLE VI: INDEMNIFICATION**

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

#### **ARTICLE VII: INSURANCE**

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

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**B. Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

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

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

- 2. **Automobile Liability:** \$2,000,000 Per Occurrence
- 3. **Employers Liability:**
  - \$1,000,000 Each Accident
  - \$1,000,000 Disease Aggregate
  - \$1,000,000 Disease Each Employee
- 4. **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 CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**D. Other Insurance Provisions**

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

- 1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONTRACTOR’S or any subcontractor’s activities being performed under the Agreement. The Certificate of Insurance must include the endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.

3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the CONTRACTOR for the CITY.

#### **ARTICLE VIII: ASSIGNMENT**

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

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

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

#### **ARTICLE IX: INTEGRATION**

These terms and conditions and the attachments represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

#### **ARTICLE X: SUSPENSION OF WORK**

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

#### **ARTICLE XI: TERMINATION OF WORK**

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

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

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



## **ARTICLE XII: FORCE MAJEURE**

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

## **ARTICLE XIII: DISPUTE COSTS**

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

## **ARTICLE XIV: CONFLICT AND SEVERABILITY**

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

## **ARTICLE XV: 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 CONTRACTOR agrees as follows:

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

## **ARTICLE XVII: COURT OF JURISDICTION**

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

## **ARTICLE XVIII: EFFECTIVE DATE**

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

**ARTICLE XIX: ELECTRONIC SIGNATURES**

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

**CONTRACTOR:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification No.

**CITY OF ALBANY, OREGON:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Blaine, Public Works Engineering and  
Community Development Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
M. Sean Kidd, City Attorney

## EXHIBIT A - COST PROPOSAL SUMMARY

In accordance with the Request for Proposals issued by the City of Albany, the firm referenced below hereby submits a Cost Proposal Summary. Use additional pages to provide clarifications if needed.

Items	Description*	List Personnel	Hours	Hourly Rate	Total Cost
<b>Housing Needs Analysis</b>					
1	Buildable Residential Lands Inventory				
2	Housing Needs Analysis				
<b>Economic Opportunities Analysis and Strategy</b>					
3	Buildable Employment Lands Inventory				
4	Economic Opportunities Analysis				
5	Economic Development Strategy				
6	Draft and final reports				
7	Meetings with staff, officials, and stakeholders				
<b>TOTAL</b>					

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.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

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

### Certifications

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

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

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

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

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

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

### **Signature Block**

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

\_\_\_\_\_  
Proposer's Firm Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mailing Address, City, State, Zip

\_\_\_\_\_  
Tax Identification No.

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

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

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

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Contact Person for this Procurement: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

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

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$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.)

**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