



# REQUEST FOR PROPOSALS

## FOR

# LAND USE PLANNING SERVICES

**Issue Date:** May 21, 2021

**Due Date:** June 8, 2021, 2:00 p.m. (Pacific Time)

**Community Development Director**..... **Matthew Ruetters**  
**Planning Supervisor** ..... **Scott Whyte**  
**Purchasing Coordinator** ..... **Diane M. Murzynski, CPPO, CPPB**

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

CITY OF ALBANY

LAND USE PLANNING SERVICES

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## PROPOSER'S SUBMITTAL CHECKLIST

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

If the proposer obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the proposer to check for any addendums. Failure to include any signed addenda could result in the disqualification of your proposal response.

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

The following should be received to be considered responsive:

- Introductory Letter
- Experience, Qualifications, and Project Team
- Fee Proposal (*Exhibit A, submitted as a separate pdf*)
- Project Understanding and Approach
- Non-Collusion and Conflict of Interest Certification (*Exhibit B*)
- Certification Statement for Corporation or Sole Proprietor and Independent Contractor (*Exhibit C*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit D*)
- Certification of Insurance Requirements (*Exhibit E*)
- References (*Exhibit F*)
- Employee Background Check Program Certification (*Exhibit G*)
- Employee Drug Testing Program Certification (*Exhibit H*)
- Signed Addenda (if applicable)

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



**CITY OF ALBANY, OREGON**  
**REQUEST FOR PROPOSALS (RFP)**  
**Land Use Planning Services**

Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, June 8, 2021

Notice is hereby given that the City of Albany ("City") is requesting proposals from qualified firms or individuals that are duly qualified to provide on-call land use planning services to assist in the administration of the City's Land Use Application and Current Development Planning programs during vacancies, vacations, and increased demand for service, for five years, commencing July 1, 2021, with an option to extend the contract for two additional one-year terms.

The City desires to enter into a professional services agreement with one or more qualified Land Use Planning consultants for the following scope of services:

- On-call review of land use applications to ensure compliance with the Albany Development Code, including preparation of Completeness Reviews, Notices, Staff Reports and Decisions.

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

Time is of the essence to acquire a consultant(s) to assist the City in providing land use planning services and enable the City to provide efficient, effective, and timely land use services to the public. Proposal responses must be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than 2:00 p.m., (Pacific Time), Tuesday, June 8, 2021. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "Land Use Planning Services".

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

DATED THIS 21ST DAY OF MAY 2021.

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

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Friday, May 21, 2021  
Daily Journal of Commerce, on Friday, May 21, 2021

## SECTION 1 – BACKGROUND AND GENERAL INFORMATION

### 1.1 INTRODUCTION

The City of Albany is a municipal governmental entity providing a full range of services, including police and fire police protection; land use planning; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 52,540, is the eleventh largest city in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5 and across the Willamette into the farms and wooded hillsides of North Albany.

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

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

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

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

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

### 1.2 BACKGROUND

- The City of Albany's Planning Division within the Community Development Department helps ensure developments and land uses are compliant with the City's Comprehensive Plan and Development Code. With development activity being consistently high, the Planning Division is seeking to contract with one or more firms or individuals to provide on-call and fill-in contract planning services to assist during the ongoing demand of development applications, vacancies, vacations and absences.

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the request for proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted in non-editable PDF format by email to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by Tuesday, June 8, 2021, no later than 2:00 p.m. Pacific Time. The email subject line should include the project name “Land-Use Planning Services.”

#### Submittal Address & Procurement Questions

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

#### Scope of Work

Matthew Ruettgers, Community Development Director  
[matthew.ruettgers@cityofalbany.net](mailto:matthew.ruettgers@cityofalbany.net)

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

### 2.2 RFP SCHEDULE

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

RFP Advertised	May 21, 2021
Date to Submit Changes or Solicitation Protests	May 27, 2021, 12:00 p.m.
Last Date for Addenda Issued	June 3, 2021, 12:00 p.m.
Proposal Due Date	June 8, 2021, 2:00 p.m.
Evaluate Proposals	June 9, 2021
Optional Virtual Presentations/Interviews	June 10, 2021
Notice of Intent to Award	June 11, 2021
Protest Period ends (seven calendar days)	June 18, 2021, 12:00 p.m.
Council Approval	June 23, 2021
Contract Award and Execution	June 24, 2021
Contract Begins	July 1, 2021

### 2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

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

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

## 2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

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

## 2.5 CANCELLATION

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

## 2.6 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

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

## 2.7 CONDITIONS OF SUBMITTAL

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

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

## 2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

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



## 2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information must be submitted in writing to Diane Murzynski, Purchasing Coordinator, at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net). Answers will be provided to all proposers of record on the date that answers are available by posting to the City website.

## 2.10 COMPETITION

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

## 2.11 SOLICITATION PROTESTS

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

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

## 2.12 COST OF RFP AND ASSOCIATED RESPONSES

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

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

1. The City of Albany reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in a finding that the proposer is nonresponsive and consequent rejection of the proposal.
2. The City of Albany may obtain information from any legal source for clarification of any proposal or for information on any proposer. The City of Albany need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Albany may perform, at its sole option, investigations of the responsible proposer. Information may include, but will not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Albany, become part of the public record and

may be disclosed accordingly.

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

## 2.14 REJECTION OF PROPOSALS

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

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

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

## 2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

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

## 2.16 PROPOSAL OWNERSHIP

1. All proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act (FOIA) and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked "proprietary" and qualify as

such within the context of the regulations stated in the preceding paragraph, the City of Albany will make available to any person requesting information through the City of Albany's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any proposer to do so after the Notice of Intent to Award has been released.

## **2.17 DURATION OF PROPOSAL**

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

## **2.18 AFFIRMATIVE ACTION**

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

## **2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)**

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

## **2.20 PAY EQUITY COMPLIANCE**

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

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

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

## **2.21 SUBCONSULTANTS/SUBCONTRACTORS**

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

## **2.22 IDENTICAL PROPOSALS**

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

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

By submitting a response to this solicitation, proposer agrees that any terms and conditions stated within any agreement awarded as a result of this solicitation will include the following laws of the State of Oregon and are hereby incorporated by reference into the agreement: ORS 279B.220 (Payment, contributions, liens, and withholding), ORS 279B.225 (Salvaging, recycling, composting or mulching yard waste material, if applicable), ORS 279B.230 (Payment for medical care and workers' compensation), and ORS 279B.235 (Hours of labor).

## **2.24 NOTIFICATION OF INTENT TO AWARD**

Responsive proposers to this RFP will be notified of the Selection Review Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the proposer or their designee if an email has not been provided.

## 2.25 PROTEST OF AWARD

A proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The proposer must be adversely affected because the proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids/proposals, or higher-ranked bids/proposals are nonresponsive; (3) The City has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the Solicitation Document; (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.

Written protests must be delivered in writing to the Purchasing Coordinator at [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), within seven (7) days after issuance of the notice of intent to award the contract, or if no notice of intent to award is issued, within forty-eight hours after award. The written protest must specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). City will not consider a protest of contract award submitted after the above timeline.

## 2.26 OBLIGATION TO AWARD

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

## 2.27 AGREEMENT

The successful proposer(s) will be required to sign an agreement to deliver to the City at the cost proposed to provide the scope of services and conditions set forth herein, and an agreed upon statement of work, if applicable. It is the City's intent to award an agreement in substantially the form of the sample agreement attached to this RFP document.

## 2.28 NOTICE TO PROCEED

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

## 2.29 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible proposer/bidder, to add a percent increase to each out-of-state proposer's/bidder's bid price which is equal to the percent of preference given to local proposers/bidders in the proposer's/bidder's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident proposer's/bidder's state gives preference to in-state proposers/bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law at <https://www.naspo.org/reciprocity1>. Proposers in need of assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Phone: 503-378-4642.

### 2.30 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A.215, other public agencies shall have the ability to purchase the awarded goods and services from the successful proposer/bidder under terms and conditions of the resultant contract. Any such purchases shall be between the proposer/bidder and the participating public agency and shall not impact the successful proposer/bidder's obligation to the City of Albany. If the successful proposer/bidder chooses to participate in such agreements, all agency relationships, including those for contract administration, ordering, deliveries, approvals, billing, and collections shall be between the participating agency and the successful proposer/bidder.

The originating agency, City of Albany, except for this enabling agreement, shall not participate in any aspects of commercial activity between the proposer/bidder and the participating agency. If the proposer/bidder agrees to participate, all such participation shall be on the basis of this solicitation and the resulting award except that reasonable changes in pricing and terms may be negotiated directly between the participating agency and the successful proposer/bidder to accommodate differences in delivery distances and local conditions. All such changes shall be solely between the successful proposer/bidder and the participating agency.

Proposer/Bidder must accept or decline participation in the Cooperative Agreement by providing written notification on the Non-Collusion and Conflict of Interest Certification form.

## 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 means the person or persons designated by the City to administer this contract and monitor compliance hereunder.

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

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

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

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

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

RESPONSIVE PROPOSAL means an Offer or Proposal that substantially complies in all material respects

with all prescribed procurement procedures and applicable solicitation requirements. When used alone, "Responsive" means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

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

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

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

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

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

### 3.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City's representative or designee will 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 will also have authority to reject all work that does not conform to the contract documents. The representative for the purpose of administering this contract will be Matthew Ruettgers, Community Development Director, phone: 541-917-7674; email: [matthew.ruettgers@cityofalbany.net](mailto:matthew.ruettgers@cityofalbany.net).

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

### 3.3 INVOICES

Invoices are required to be submitted monthly and contain sufficient detail to identify the relevant application number and accounting of hours worked (per day, per application). Compensation will include all labor and materials needed for completion of reviews on assigned applications.



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

City of Albany  
Attn: Accounts Payable  
P.O. Box 490  
Albany, Oregon 97321  
[accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net)

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

### **3.4 CITY EQUIPMENT**

Consultant(s) or their employees shall not use any City equipment including telephone, fax, copier, computer, laptop, ipad, or email for any reason other than when required to perform services under this contract unless authorized in advance by the City. City shall bill Consultant for any unauthorized use, plus any costs for investigation and billing.

### **3.5 CONFIDENTIAL DOCUMENTS**

Consultant(s) and consultants' employees shall consider all documents confidential. Any disclosure of confidential information or removal of City property by Consultant or Consultant's employees shall be cause for immediate contract cancellation. Any liability, including, but not limited to, attorney fees, arising from any action or suit brought against City because of Consultant's employee's willful or negligent release of information, documents or property shall be borne by Consultant.

### **3.6 CERTIFICATION OF BACKGROUND CHECK PROGRAM**

Consultant(s) must designate that Consultant participates in an Employee Background Check Program (Exhibit G). The City requires Consultant to provide a criminal background check on employees prior to the start of work. The Consultant should provide the City with the results of the background check if requested or prior to the Notice to Proceed, and additionally as new employees are hired to use on the City contract. City reserves the right to audit background check reports periodically

### **3.7 CERTIFICATION OF DRUG TESTING PROGRAM**

Consultant(s) must designate that Consultant participates in an Employee Drug Testing Program (Exhibit H). Consultant must provide assurance that Consultant has an Employee Drug Testing program and conducts random drug testing for employees at least annually. Drug testing results must be negative for assigned employees to provide services to the City of Albany. City reserves the right to audit drug testing program reports periodically for compliance.

## SECTION 4 - SCOPE OF WORK

### 4.1 PROJECT INFORMATION

The City is seeking professional on-call planning services from one or more qualified firms and/or team of consultants to augment professional city planning services for the Community Development Department, Planning Division during vacancies, vacations, and increased demand for services. Services shall be associated with one or more proposed projects, including but not limited to, general planning-related development and land use project review, technical plan check for planning documents and plans, map review, report preparation and noticing, all in conformance with federal, state and local regulations, particularly the City of Albany Development Code and general compliance with City Standards, Ordinances, and Regulations.

### 4.2 CONTRACT TERM

The contract term for planning services is five years, commencing July 1, 2021, with an option to extend the contract for two additional, one-year terms. Plan review services shall begin within ten (10) days after the receipt of the City's Notice to Proceed. If the City elects to renew the contract, a written notice will be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so. Contract extensions will be for the same terms as the original agreement, subject only to renegotiation of compensation.

### 4.3 ECONOMIC PRICE ADJUSTMENT

Consultant(s) may request from City price adjustment consideration. Any change in fees will be subject to a maximum increase in any one year for the period ending three months prior to the first day of the contract term, or three percent, whichever is lower, as posted in the U.S. Labor Statistics CPI-W, All Items, <https://www.bls.gov/cpi/latest-numbers.htm>.

### 4.4 INDEPENDENT CONTRACTOR (ORS 670.600)

The consultant must provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that consultant, in performing the services specified in this contract, will act as an independent contractor and will 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.

### 4.5 WORK SCHEDULE AND WORK ROTATION

The City expects the Proposer selected for award of contract to be available to start work as soon as a contract is executed. The work schedule for the required services will be the City's normal business hours of 8:00 a.m. and 5:00 p.m. Hours outside of this time may be needed for rare situations. City will provide notice to consultant of anticipated needs prior to 5:00 p.m. the prior business day, unless it is unavoidable due to unforeseen circumstances.

If the City awards a contract to more than one consultant, work will be assigned based on service required, availability and cost proposed for the service. As a need is determined, the City will first select a consultant who can meet the need at the best cost to the City. If the consultant is not available, the City will contact the next consultant that can provide the service at the lowest cost to the City. The City will select the best value solution in order to be fiscally responsible of the public's funds.

#### 4.6 MEETINGS AND LOCATION

1. Consultant must attend virtual, in-person, or hybrid meetings as assigned.
2. Unless otherwise notified, in-person or hybrid meetings will take place at Albany City Hall, 333 Broadalbin Street SW, Albany, Oregon.
3. The time and date for meetings will vary dependent upon work assignments.
4. Consultant should arrive at least ten (10) minutes before the scheduled meeting time.
5. If a public hearing is requested on an application, consultant must assist in coordinating a date for the public hearing with the assigned City planning staff. If requested, consultant shall attend meetings in support of City planning staff lead presentation.
6. Present a neat appearance and be courteous when attending public or virtual meetings.

#### 4.7 SCOPE OF SERVICES

##### Work Products

1. Copy City staff on any written communication with the applicant. Consultant will provide City staff with a brief overview of any verbal communication. Overview may be provided verbally or in writing.
2. Prepare all notices, staff reports, etc. for review and approval by assigned City planning staff in conformance with City supplied formats/templates (ghost writing).
3. Provide notice of completeness within three (3) weeks of assignment of application. For applications that are deemed incomplete, subsequent completeness determinations must be issued within one (1) week of receiving updated information, unless the assigned staff person extends the review period.
4. Provide Public Notice documents within 10 business days of application deemed complete, if required.
5. Coordinate with City planning staff in order to determine timelines for required notices, hearings, reports and associated internal review deadlines leading up to public hearing.
6. Provide Staff Report and Notice of Decision within five (5) weeks of the application deemed complete. Edits and revisions suggested by City staff must be completed within one (1) week of receipt.
7. If in the event an application is appealed, City planning staff assigned shall prepare any required documentation. If requested, Consultant must be available in a support role to assist in preparation of materials and presentations required.

8. Assist in resolving complex and sensitive customer service issues in person, by telephone, or in writing. Explain, interpret, and provide guidance regarding all applicable codes within areas of responsibility to Consultants, design professionals, property owners, staff, and the public regarding the land use application and development approval process.
9. Attend and/or assist with meetings such as development review, pre-development, Landmarks Commission, Planning Commission, City Council, and other meetings as assigned or needed.
10. Represent the City of Albany by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor. Regard everyone, internal and external, as a customer and deliver the best service possible in a respectful and patient manner.

**Knowledge, Skills, and Abilities:**

1. Extensive knowledge of provisions of the Oregon Land Use System, Comprehensive Plans and Development Codes.
2. Requires special skill in interpreting plans and the applicable codes to specific situations.
3. Requires general knowledge of the operations of city government as it relates to current development and land use applications.
4. Public relations and interpersonal skills essential to act as an ombudsman for all segments of the public, as well as maintaining good working relations with city staff.
5. Demonstrated skills relative to code compliance, including the ability to interpret and apply policies, procedures, rules, and regulations.

#### **4.8 GENERAL REQUIREMENTS**

1. Work will be assigned on an as-needed basis by City planning staff.
2. As requested, facilitate review of Type I/Type I-L/Type II, Type III and Type IV land use applications for conformance with Albany Development Code (ADC).
3. Provide all labor, materials and equipment needed for completion of reviews on assigned applications.
4. Review assigned applications in conformance with the procedures set forth in the ADC.
5. Wear ID badges/cards at all times on city premises and while conducting city business.
6. Abide by City Building Policies and Code of Conduct regarding no smoking, no reading unauthorized material, or eating or grooming permitted while in public view. No personal phone calls will be permitted, except in an emergency.
7. Certify all consultants' employees have not been held, arrested, or taken to jail for any reason within the past five (5) years and shall not have felony convictions.
8. Provide consultants' employees' full name, date of birth, address, and social security number for the Albany Police Department to conduct a thorough criminal background check two (2) weeks prior to the start of work and provide City with background check results and information prior to the Notice to Proceed and additionally as new employees are utilized.

9. Assure consistency of key personnel and if an assignment must change, the consultant must provide the City Representative with the full legal name, date of birth, address and social security number of the new Team member and assure that drug and alcohol testing have been conducted and successfully passed prior to the start date at City facilities. The City reserves the right to obtain documentation supporting the tests.
10. Cause to have removed from the City's premises any individuals who, in the opinion of the City or the Consultant, have engaged in improper conduct or violated a City Policy or Code of Conduct.
11. Be responsible for the direct supervision of Team members and report to and confer with the agents of the City of Albany, if needed.

#### 4.9 COMMUNICATION

Consultant must:

- Have excellent communication skills and the ability to provide the City with effective, professional advice.
  - Be available in person, telephone, virtual meeting, or email, for consultation or advice.
  - Follow established City policies and procedures whenever providing consultation or advice to City representative(s) and implement revisions to procedures where needed.
  - Be familiar with state and federal laws relating to the City.
  - Provide periodic status reports on the services provided.
  - Provide itemized monthly or quarterly invoices of charges.
12. Advise and participate in meetings, including potential meetings held after business hours, i.e., planning commission, landmarks commission, council work sessions and council meetings.

#### 4.10 RESPONSIBILITIES

**Responsibility of Consultant** – It is understood and agreed that the services the consultant will be required to perform under this contract must be rendered directly by or under close personal supervision by the consultant, and that the work will be faithfully performed with care and diligence. The consultant will return all calls or other communications from the City within a reasonable time. If it is not possible for the called or contacted party to respond, the consultant will plan for a designated member of the consultant to respond to the contact.

**Responsibility of the City** – The department will provide the consultant with a list of designated City employees who are authorized to contact the consultant. The City will also provide a point of contact for all service and billing issues.

#### 4.11 CONSULTANTS' EMPLOYEES

All personnel employed by the Consultant must present a neat appearance and be courteous. The City and the Consultant will notify the other of any complaints received within 24 hours. The Consultant will utilize employees who can perform the work described in these specifications. At the request of the

City, the Consultant will replace for just cause any abusive or disorderly person employed by the Consultant.

Consultant must wear an easily identifiable identification (ID) security card/badge with photo attached clearly visible for all employees to read, so individual is readily identifiable as an employee of the Consultant. The City in its discretion may refuse to allow a person to enter or remain on the premises who is not wearing an ID card identifying them as Consultant's employee. Only Consultant's approved employees may work in City buildings and all employees shall carry identification while in City buildings. Consultant expressly agrees to ensure that Consultant, its agents or employees shall not represent to anyone they are an employee of the City. Consultant must agree to follow all City required Oregon Health Authority and OSHA COVID-19 guidelines.

#### **4.12 KEY PERSONNEL**

The Proposer shall acknowledge and agree that if selected, the Proposer is entering into this contract because of the special qualifications of the Proposer's key personnel. In this contract the City is engaging the expertise, experience, judgment, and personal attention of key personnel. The Proposer shall not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City Representative. Proposer will provide City with key personnel who have experience with the Proposer's company and services.

#### **4.13 INCREASE OR DECREASE IN SERVICES**

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

#### **4.14 PROJECT MANAGEMENT**

The City anticipates regular communication and coordination with City staff to discuss situations, evaluate processes, review public concerns, and discuss adjustments that may be necessary to meet requirements and scheduling timelines. City reserves the right to request written status reports, if needed, should a situation arise that warrants written documentation to support an issue, or public concern.

## SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

### 5.1 SUBMITTAL PROCESS

Proposals must be submitted electronically to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by Tuesday, June 8, 2021, no later than 2:00 p.m., Pacific Time. The email subject line must include the project name “Land Use Planning Services”. Considering both entities servers, routers and fire walls, Proposal Responses must be received into the City’s email repository system by the date and time required. Proposals that are not received by the closing time in the Procurement email repository will be considered late and not opened.

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

Each proposal must include, at a minimum, the items listed in Section 4, Scope of Work. The proposal must 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 prepared and submitted in non-editable pdf format and labeled to match those sections in the RFP and with all pages numbered. The Fee Proposal should be included and submitted as a separate PDF. The proposal should be prepared succinctly, providing a straightforward, concise description of the proposer’s ability to meet all requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject proposals that are deemed illegible or too difficult to read.

### 5.3 PROPOSER REPRESENTATIONS

Before submitting a proposal, the proposer must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits and bonds, if applicable and 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 PROPOSAL REQUIREMENTS

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

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.

## 5.6 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

Proposers must 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. The following must be submitted.

1. **Introductory Letter**
  - a. Summarize the key points of their proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Terms and Conditions Professional Services Agreement, Attachment A. The letter should include that the proposer submitting the proposal agrees to perform all of the work outlined in the City's RFP.
  - b. Provide the name of person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the proposer and include email, and telephone and fax numbers. Any exceptions to the City's Standard Terms and Conditions Professional Service Agreement should be provided within this letter. If proposer is exempt from providing workers' compensation, proposer should note exemption in the Introductory Letter.
  - c. Certify proposer meets the minimum insurance requirements, as set forth in the City's Certification of Insurance Requirements, Exhibit E.
2. **Experience, Qualifications, and Project Team**
  - a. Identify the Project Manager and key personnel who will be the Project Team assigned to the City's account and their roles and assigned responsibilities.
  - b. Describe proposed Project Team members' qualifications and experience. Include special training, specific areas of expertise, project experience, education and certification and licenses, if applicable, of key personnel. Team members should demonstrate a minimum of three years providing similar services.
  - c. Include Team member's background providing land use planning services to similar government agencies. Each team member should have the ability to devote an appropriate amount of time to service the City's account.



- d. Describe what sets the organization's services apart from the competition and allows the proposer to generate superior performance and service levels.
  - e. Certify proposer conducts employee background checks and employee drug testing prior to employment or as needed by submitting the Employee Background Check Certification and Employee Drug Testing Certification forms (Exhibits G and H).
3. **Fee Proposal**
- a. Provide a Fee Proposal using Exhibit A and as a separate PDF.
4. **Project Understanding and Approach**
- a. Identify your project approach and present a clear and concise understanding of the overall project and its objectives based on the available information.
  - b. List and describe the significant issues and concerns that need to be addressed.
  - c. Explain how a collaborative relationship with the City will be established, include methods for communicating and sharing information and materials relevant to meet service needs, timelines, and requirements.
5. **References**
- a. Provide four (4) references from clients, including government agencies comparable to the City's size for whom the proposer is currently or has previously provided services, defined in this RFP, within the last three (3) years. Include contact name(s), address, telephone number, and email.
  - b. References must be available and offer adequate information when contacted by the City for a reference check. References may be contacted to assist with the evaluation of experience, expertise, and customer satisfaction.
  - c. Proposer must provide references on Exhibit F. Additional references may be contacted by the City at its discretion.

## 5.7 ADDITIONAL ATTACHMENTS REQUIRED

- 1. Fee Proposal (Exhibit A, submitted as a separate PDF)
- 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. References (Exhibit F)
- 7. Employee Background Check Certification (Exhibit G)
- 8. Employee Drug Testing Certification (Exhibit H)
- 9. Addenda - All addenda of this RFP should be submitted as part of the Proposal Response. Receipt of each addendum must be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Albany. Addenda are posted on the City of Albany's website.

## SECTION 6 – EVALUATION CRITERIA

### 6.1 SELECTION PROCESS

The process to select one or more consultants 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 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 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 members of the Community Development Planning department. 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 demonstrations; 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. 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 proposals to determine the apparent successful proposer. It will include all mandatory submittal material in Section 5.6 and demonstrate the ability to provide the scope of work and qualifications and experience described in Section 4. Total possible points will be 100.

1. **Introductory Letter**

- Included an Introductory Letter indicating an expression of interest in the project.
- Indicated a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Standard Terms and Conditions Professional Services Agreement and is able to meet the minimum required insurance coverages. Listed exceptions to the contract, if applicable, in the Introductory Letter.
- Provided a letter indicating the person(s) authorized to represent the proposer in negotiations and legally authorized to sign the agreement.
- Agreed to perform Work outlined in the RFP within the term established by the City.

2. **Experience, Qualifications, and Project Team**

- Included Team's expertise, project experience, education and key personnel's individual roles and assigned responsibilities.

- Defined what sets proposer apart from other service providers.
  - Demonstrated employees’ meet a minimum of three-year’s experience.
  - Provided adequate detail to determine the firm and proposed Team’s qualifications and experience can provide the required services in the manner described in the RFP.
3. **Fee Proposal**
- Provided cost for services described in Section 4 on Exhibit A.
  - Costs must be reasonable for the services provided and reflect a best value solution and within budget.
  - Individual’s travel costs for meetings and supplies are considered incidentals.
4. **Project Understanding and Approach**
- Provided a clear and concise understanding of the overall project needs and its objectives based on the available information.
  - Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials.
  - Consultant must clearly identify their approach to meet project deadlines identified in the scope of work.
5. **References**
- Provided four (4) references from clients, including local government agencies, within the past three (3) years.
  - Completed contact information, including name, phone number, email, and mailing address on Exhibit F.
  - Has a high satisfactory record of providing the services defined within this RFP to the references provided in proposer’s response, or to others the City chooses to contact for a reference check.

**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	Pass/Fail
Experience, Qualifications, and Project Team	35
Fee Proposal – Exhibit A	30
Project Understanding and Approach	20
References – Exhibit G	15
TOTAL POINTS AVAILABLE IS 100	100

## **6.5 OPTIONAL VIRTUAL PRESENTATIONS AND/OR INTERVIEWS**

At the City's option, presentations and/or interviews may be conducted with all or a select few of the proposers after the proposals are evaluated. The Selection Review Committee may ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the presentations and interviews, if required, on the dates indicated in the RFP Schedule, but dates may be revised if needed.

If conducted, presentations and/or interviews may take place virtually due to COVID-19 requirements and restrictions. The City may provide selected proposers with a set of questions, if applicable, prior to the date. If held, a possible 50 points may be attributed to presentations and interviews, weighted no more than 25 percent.

## **6.6 RANKING OF PROPOSALS**

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

## **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 City reserves the right to award a contract to one or more proposers to provide on-call land use planning services to assist in the administration of the City's land use application and current development planning programs during vacancies, vacations, and increased demand for services. If more than one contract is established, the City will disperse work to the consultant that the City finds is the best fit for the services required, is available for work during the time period required, and provides the lowest cost to the City. There is no minimum number of hours of work guaranteed annually for any consultant awarded a contract for the services described in this RFP.

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 will be substantially in the form of the Standard Terms and Conditions 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.

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, 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 Terms and Conditions Professional Service 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 within the Introductory Letter of the proposal response.

An overview of the insurance requirements is provided in Exhibit E and must be submitted to acknowledge and accept the insurance requirements noted herein with the proposal response. Proposer must provide the following insurance coverage requirements: commercial general liability, automobile and collision insurance, and professional liability insurance.

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

ATTACHMENT A – *SAMPLE CONTRACT*  
STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICES AGREEMENT TO FURNISH LAND USE PLANNING SERVICES  
TO THE CITY OF ALBANY, OREGON

**ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as (“CONSULTANT”), agrees to provide land use planning services to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The term of the land use planning services is for five years, commencing July 1, 2021, with an option to extend the contract for two additional, one-year terms. This agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following order of precedence: contract amendments, City Standard Terms and Conditions, statement of work, addenda and clarifications, request for proposals, including exhibits, attachments, and appendices, and proposal response.

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

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

**ARTICLE II : RESPONSIBILITIES OF CONSULTANT**

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I will be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONSULTANT agrees to provide services as defined in this RFP to the satisfaction of the City.
- C. Level of Competence. CONSULTANT will provide services with the degree of skill and diligence normally employed by other providers performing the same or similar services at the time the services are performed. CONSULTANT must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent. CONSULTANT will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.
- D. Key Personnel. \_\_\_\_\_ will serve as the lead consultant as described under the terms of this Agreement. CONSULTANT acknowledges and agrees that the City selected Consultant for award of the contract because of the special qualifications of Consultant’s key

personnel. CONSULTANT shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide City with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the City's prior written consent.

- E. Documents/Work Products Produced. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of the CITY, with an unlimited, royalty free license for CITY use, and will be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Law. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONSULTANT must ensure that each of its subconsultants complies with these requirements.
- H. Record Retention and Review. The CONSULTANT must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of the CONSULTANT to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONSULTANT. The CONSULTANT will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONSULTANT will be responsible for any audit exceptions or disallowed costs incurred by the CONSULTANT or any of its subconsultants.
- I. Oregon Consumer Information Protection Act. CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONSULTANT 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 CONSULTANT fails to complete and return the W-9 to the CITY, payment to CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing H o u s e (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANT must complete the City's ACH Vendor Direct Payment Authorization form available on the City website at <https://www.cityofalbany.net/finance/purchasing>. Information provided on the form is exempt from



public records disclosure under ORS 192.501(27).

- L. Pay Equity Compliance. As required by ORS 279B.235, CONSULTANT must comply with ORS 652.220 and will not unlawfully discriminate against any of consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT'S compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.

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

- M. Preference for Recycled Materials. As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- N. Compliance with Tax Laws. CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- O. Communicable Diseases. CONSULTANT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONSULTANT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONSULTANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONSULTANT'S participation.
- P. Debarment and Suspension. CONSULTANT will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

### ARTICLE III: RESPONSIBILITY OF CITY

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

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

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

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

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

CITY agrees to pay for the professional land use planning services procured in Article I in accordance with the compensation provisions described in this Agreement and set forth in the Fee Proposal, Exhibit A.

Invoices must be directed to the City of Albany, Attention: Accounts Payable, P.O. Box 490, Albany, OR 97321. Invoices may be emailed to [accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net).

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

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

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

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

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

Before the Agreement is executed and work begins, the CONSULTANT must furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the CITY. The Certificate must state that any insurance

coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

**A. Minimum Scope of Insurance**

Coverage must be at least as broad as:

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

**B. Minimum Limits of Insurance**

CONSULTANT must maintain limits no less than:

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

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

**C. Deductibles and Self-Insured Retentions**

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

#### **D. Other Insurance Provisions**

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

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

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

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

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

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

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

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

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

## ARTICLE XI: EARLY TERMINATION OF WORK

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

## ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the CITY terminates pursuant to Article XI(A), the CITY will pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If the CITY terminates pursuant to Article XI(B), the CITY is entitled all remedies available at law or equity. In addition, CONSULTANT must pay the CITY all damages, costs, and sums incurred by the CITY as a result of the breach.
- C. If the CONSULTANT justifiably terminates the Agreement pursuant to Article XI(B), the CONSULTANT'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If the CITY'S termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and the CONSULTANT will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, the CONSULTANT'S work product before the date of termination becomes property of the CITY.
- F. In the event of termination, CONSULTANT must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONSULTANT must provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

### **ARTICLE XIII: NOTICES**

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

City:

M. Sean Kidd  
City Attorney  
260 Ferry Street SW, Suite 202  
Albany, Oregon 97321  
[sean@longdel.com](mailto:sean@longdel.com)

With copy to:

City of Albany  
Peter Troedsson, City Manager  
P.O. Box 490  
Albany, Oregon 97321  
[peter.troedsson@cityofalbany.net](mailto:peter.troedsson@cityofalbany.net)

### **ARTICLE XIV: FORCE MAJEURE**

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

### **ARTICLE XV: DISPUTE COSTS**

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

### **ARTICLE XVI: CONFLICT AND SEVERABILITY**

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

### **ARTICLE XVII: CONSTRUCTION**

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

### **ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, the CONSULTANT agrees as follows: The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action will include, but not be

limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **ARTICLE XIX: COURT OF JURISDICTION**

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

#### **ARTICLE XX: EFFECTIVE DATE**

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

#### **ARTICLE XXI: ELECTRONIC SIGNATURES**

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

#### **ARTICLE XXII: COOPERATIVE PURCHASING**

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

**CONSULTANT**

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_ Email

\_\_\_\_\_ Social Security No. (if individual)

\_\_\_\_\_ Tax Identification No. (if incorporated)

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

**CITY OF ALBANY, OREGON:**

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

By: \_\_\_\_\_  
Matthew Ruetters, Community  
Development Director (AIC)

**APPROVED AS TO FORM:**

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



## EXHIBIT A - FEE PROPOSAL

For this Fee Proposal, provide your proposed hourly rate(s) for services, per assigned Team member or role. For other related costs, provide a total in the grid below and itemized costs on an additional page, if needed.

Land Use Planning	Cost Per Person/Per Hour
Key Personnel	\$
Principal	\$
Other Related Costs	\$

Individual's travel costs for meetings and supplies are considered incidentals.

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 Fee Proposal.

### Signature Block

Consultant's Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact's Name (please print) \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

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

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

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

The undersigned hereby proposes to furnish the services described in accordance with the RFP, exhibits, attachments, appendices, if applicable, and certifies he/she/they are not in any way involved in collusion, discrimination, and has no known apparent conflict of interest in submitting a proposal.

### Certifications

**Non-Collusion** The undersigned 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 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 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 contractors, consultants, subconsultants/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 DBE Type \_\_\_\_\_

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

**Intergovernmental Cooperative Agreement Acceptance** (check applicable box):  Yes  No

### Signature Block

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

\_\_\_\_\_  
Contractor's Business Name

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

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

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

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

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

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

**EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR SOLE PROPRIETOR AND  
INDEPENDENT CONTRACTOR**

**CONTRACTOR SIGNS ONLY SECTION A OR SECTION B.**

**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.

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

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

**C. Independent Contractor.** You must check at least three to establish that you are an independent contractor.

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

**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 must attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

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

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

Business Name: \_\_\_\_\_

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

## EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

Consultant must at all times maintain in force at consultant's expense the insurance noted below.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.  Check this box if Contractor is exempt and provide qualified reason below: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**Garage Keepers Legal Liability** covering vehicles and equipment left for service, repair, storage or safekeeping, with a **combined single limit of not less than \$250,000 per location.**

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

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

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

**Description of Operations** shall state: "Project Name: The City of Albany, its officers, employees and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions and exclusions." A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

**Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.** Certificates of Insurance may be faxed to City of Albany, Finance Dept., Diane Murzynski, at 541-917-7511, or emailed to [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net).

Contractor's acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Business name: \_\_\_\_\_

Requirements prepared by Diane Murzynski.

## EXHIBIT G - EMPLOYEE BACKGROUND CHECK PROGRAM CERTIFICATION

Proposers shall demonstrate and disclose to the City of Albany that he/she has an Employee Background Check Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the proposer does hereby certify and confirm that, as the proposed consultant for the City of Albany's **Land Use Planning Services**, that he/she has an Employee Background Check Program in place.

CONSULTANT: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT H - EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION

Proposers shall demonstrate and disclose to the City of Albany that he/she has an Employee Background Check Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the Bidder does hereby certify and confirm that, as the proposed Contractor for the City of Albany's **Land Use Planning Services**, that he/she has an Employee Background Check Program in place.

CONSULTANT: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

DATE: \_\_\_\_\_