



ALBANY REVITALIZATION AGENCY  
An Agency of the City of Albany

# REQUEST FOR PROPOSALS

## **Waterfront Redevelopment Design**

**Issue Date:** April 29, 2019

**Due Date:** June 4, 2019, 2:00 p.m. (Local Time)

**Economic Development Manager** ..... **Seth Sherry**  
**Purchasing Coordinator** ..... **Diane M. Murzynski, CPPO, CPPB**

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

# CITY OF ALBANY

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## PROPOSER'S SUBMITTAL CHECKLIST

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

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

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

Proposers should **submit four (4) copies** of their proposal. In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the proposal on a USB drive in non-editable, PDF format. All proposals should include the following submittals to be considered responsive:

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



**Albany Revitalization Agency**  
**An Agency of the City of Albany, Oregon**  
**REQUEST FOR PROPOSALS (RFP)**

**Waterfront Redevelopment Design**

**Proposals Due by 2:00 p.m. (local time), Tuesday, June 4, 2019**

Notice is hereby given that the Albany Revitalization Agency (“ARA”) is requesting proposals from qualified firms that can demonstrate competency and experience to provide buildable plans for up to 13 acres public park space and 14 blocks of adjacent street reconstruction and streetscape. The scope of services includes:

- Review and document inclusion of all existing planning documents and conceptual design work
- Conduct a public engagement strategy to gain public opinion on design elements not adequately accounted for in existing planning documents.
- Engineer existing streetscape design work for Water Avenue and include removal of overhead utilities
- Create buildable plans for park and other publicly owned space along the Willamette River waterfront
- Develop, propose, and present plan amendments
- Provide illustrations and figures to convey design concepts for final product and required presentations
- Create cost estimates for construction with justification
- Provide presentations to ARA, Planning Commission, City Council, and stakeholders

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

The City will post all addenda on the City website. Prospective Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at 541-917-7522. Inquiries concerning the scope of services should be directed to Seth Sherry, Economic Development Manager, [seth.sherry@cityofalbany.net](mailto:seth.sherry@cityofalbany.net), and Diane Murzynski, Purchasing, [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net).

Sealed proposals must be received by the City of Albany, at the Parks & Recreation Counter, not later than 2:00 p.m. (local time), Tuesday, June 4, 2019 addressed to the City of Albany, Finance Department, Attention: Diane Murzynski, CPPO, Purchasing Coordinator, 333 Broadalbin Street SW, Albany, OR 97321. The outside of the envelopes shall plainly identify: (1) the name of the RFP, (2) the RFP closing date and time, and (3) the name and address of the proposer. Proposals received after the designated time and date will not be opened.

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

DATED THIS 29TH DAY OF APRIL 2019.

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, April 29, 2019  
Daily Journal of Commerce, on Monday, April 29, 2019

# SECTION 1 – BACKGROUND AND INFORMATION

## 1.1 INTRODUCTION

The City of Albany is a municipal governmental entity providing a full range of services, including fire and police protection; sewer services; water services; construction and maintenance of highways, streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a 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.

In 2001, the City adopted an urban renewal plan designating the Central Albany Revitalization Area (CARA). This urban renewal district was created to eliminate blighting influences, and to implement the plans for revitalization the community has called for over the years. The CARA Advisory Board oversees the district, and the Albany Revitalization Agency (ARA) makes final funding decisions for projects within the boundary. The ARA is comprised of the Albany City Council and meets on the third Wednesday following a meeting of the CARA Advisory Board. The ARA Budget for FY 2018-2019 is \$10,290,200.

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

More information is available at the following:

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

<https://www.cityofalbany.net/departments/ecodev/cara>

## 1.2 PROJECT DESCRIPTION

The ARA seeks one or more well-qualified design firms to create buildable plans for up to 13 acres of publicly-owned Willamette riverfront. The selected firms must have experience and the ability to meld conceptual planning work and existing streetscape design plans for 14 blocks of a continuous street adjacent to the Willamette waterfront. In order to move forward with developing new public amenities and effectively attracting private investment, the City and ARA require previous planning efforts be leveraged into buildable plans that meld with planned streetscape work. The expectation is that the waterfront redevelopment in downtown Albany will create one of the most unique downtowns in the state of Oregon. When complete, the riverfront will be a major downtown anchor, connecting the community to the river to which it was historically connected.

## 1.3 REQUIRED SERVICES

The Albany Revitalization Agency is requesting proposals from qualified firms that can demonstrate competency and experience to provide buildable plans for public park space and 14 blocks of adjacent street reconstruction and streetscape.

The scope of work entails:

- Review and document inclusion of all existing planning documents and conceptual design work.
- Conduct a public engagement strategy to gain public opinion on design elements not adequately accounted for in existing planning documents.
- Engineer existing streetscape design work for Water Avenue and include the removal of overhead utilities.

- Create buildable plans for agreed upon design of park and other publicly-owned space along the Willamette River waterfront.
- Develop, propose, and present plan amendments to achieve project purpose. Use illustrations and figures to convey design concepts for final product and required presentations.
- Create buildable plans with phased construction options.
- Design in accordance with the City's *Standard Construction Specifications*, Engineering Standards, building department requirements, other agency requirements, and City comments made during the review process.
- Create cost estimates for construction with justification.
- Survey all potential permits required relative to planned development and pursue permitting on behalf of and in cooperation with the City.
- Provide presentations to policy makers, including ARA, Planning Commission, City Council, and other commissions or stakeholders as needed.
- Prepare final reports that include proposed amendments in a form ready to be adopted by the ARA. Proposed draft deadline is August 2020, with a month for revisions depending on feedback from the ARA. Final draft deadline is anticipated for September 30, 2020.

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be received at the City of Albany Parks & Recreation counter, not later than **2:00 p.m., local time, on Tuesday, June 4, 2019.**

Submittal Address & Process Questions  
City of Albany  
Finance Department  
Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator  
333 Broadalbin Street SW, Albany, OR 97321  
diane.murzynski@cityofalbany.net  
541-917-7522

Technical Questions/Scope of Work  
Seth Sherry, Economic Development Manager  
seth.sherry@cityofalbany.net

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

### 2.2 RFP SCHEDULE

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

RFP Advertised	April 29, 2019
Date to Submit Changes or Solicitation Protests	May 13, 2019, 2:00 p.m.
Last Date for Addenda	May 30, 2019, 12:00 p.m.
Proposal Due Date	June 4, 2:00 p.m.
Evaluate Proposals	June 7-21, 2019
Interviews	July 8-12, 2019
Advisory Board Review	July 17, 2019, 5:00 p.m.
Notice of Intent to Award	July 19, 2019
Protest Period Ends (seven calendar days)	July 26, 2019, 2:00 p.m.
Negotiate Cost & Statement of Work	July 29-September 6, 2019
Agency Adoption Resolution & Awarding Contract	September 18, 2019, 5:00 p.m.
Contract Document Execution & Final SOW	September 26, 2019

Note: A pre-proposal meeting will not be held.

### 2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

The City of Albany will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Purchasing Coordinator's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or

information concerning the scope of work of the project given out by City of Albany managers, employees, or agents to the prospective Proposers shall not bind the City of Albany.

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

## **2.4 TRADE SECRETS AND PUBLIC RECORDS LAW**

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

## **2.5 CANCELLATION**

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

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

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

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

## **2.7 CONDITIONS OF SUBMITTAL**

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

1. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer,



employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.

2. The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
3. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
4. The Proposer has demonstrated quality experience providing the required consulting services.
5. The Proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The Proposer will comply fully with the scope of services for the agreed contract.
7. The Proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

## **2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS**

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

## **2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION**

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

## **2.10 COMPETITION**

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

## **2.11 SOLICITATION PROTESTS**

A protest of any provision in this RFP must be made in writing and directed to the Purchasing Coordinator at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals

will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

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

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

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

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

## **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 notice to the City of Albany Purchasing Coordinator, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.
3. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided they are then fully in conformance with these Instructions to Proposers.

## **2.16 PROPOSAL OWNERSHIP**

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

## **2.17 DURATION OF PROPOSAL**

Proposal prices, terms and conditions shall be firm for a period of at least 120 calendar days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the 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 agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

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

Albany encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

## **2.20 PAY EQUITY COMPLIANCE**

As required by ORS 279C.520, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class"

means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this Contract for cause.

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

## **2.21 SUBCONSULTANT**

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

## **2.22 TIES AMONG PROPOSERS**

If the City selects a Consultant on the basis of qualifications and determines after the ranking of Proposers that two or more Proposers are equally qualified, the City may select a Proposer through any process that the City believes will result in the best value for the City taking into account the scope, complexity and nature of the services. (OAR 137-048-0230) The process is designed to instill public confidence through ethical and fair dealing, honesty and good faith by the City and Proposers and shall protect the integrity of the Public Contracting process. Once a tie is broken, the City and the selected Proposer shall proceed with negotiations under OAR 137-048-0220(4)(d).

## **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 shall include the following laws of the State of Oregon (if applicable) and are hereby incorporated by reference into the Agreement: ORS 279C.510, 279C.505, 279C.515, 279C.520, 279C.530, 279C.545, and 279C.580.

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

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

## **2.25 PROTEST OF AWARD**

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

The Proposer must deliver the written protest to the Purchasing Coordinator within seven days after issuance of Notice of Intent to Award. A Proposer's written protest shall specify the grounds for protest. The City

shall not consider a Proposer's contract award protest submitted after the above timeline. Protests not filed within the time specified or that fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

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

## **2.28 NOTICE TO PROCEED**

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

## **2.29 RECIPROCAL PREFERENCE LAW**

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

## SECTION 3 – GENERAL PROVISIONS

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

ARA means Albany Revitalization Agency.

CARA means the Central Albany Revitalization Area.

CALUTS means the Central Albany Land Use and Transportation Study.

CIP means Capital Improvement Program.

CITY, OWNER means the City of Albany, Oregon.

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

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

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

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

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

DEVELOPMENT CODE means the Albany Development Code.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

RESPONSIBLE PROPOSER is a person who has submitted an Offer and meets the standards set forth in OAR 137-049-0390(2) and who has not been debarred or disqualified by the Contracting Agency under OAR 137-049-0370. When used alone, Responsible means meeting the aforementioned standards and defined in ORS 279B.110.

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

SDC means System Development Charge.

SFHA means Special Flood Hazard Area.

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

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

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

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

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

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

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

ZONING MAP means the Albany Zoning Map.

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

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

Seth Sherry, Economic Development Manager  
Phone: 541-917-0180  
seth.sherry@cityofalbany.net

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

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

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

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

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



## SECTION 4 - SCOPE OF WORK

### 4.1 REQUIRED SERVICES

The Albany Revitalization Agency is seeking proposals from qualified firms that can create buildable plans for up to 13 acres of public parks space and 14 blocks of adjacent street reconstruction and streetscape. The proposers project team shall have the necessary experience, skills and understanding to develop buildable plans derived from existing conceptual designs, existing planning documents, and streetscape design plans. The proposers project team must be able to effectively engage the community and citizen advisory group(s) for necessary input.

### 4.2 CONTRACT TERM

The proposed term of this contract shall be from October 1, 2019 through September 30, 2020. Services shall begin within ten days after the receipt of the City's Notice to Proceed. Contract terms are negotiable and will be a criterion considered in the proposal evaluation process. Ultimate completion includes solutions developed, reviewed, presented, and adopted by the Albany Revitalization Agency.

### 4.3 SCOPE OF WORK

The scope of work entails:

- Review and document inclusion of all existing planning documents and conceptual design work.
- Conduct a public engagement strategy to gain public opinion on design elements not represented in existing planning documents.
- Engineer existing streetscape design work for Water Avenue and include the removal of overhead utilities.
- Create buildable plans for agreed upon design of park and other publicly-owned space along the Willamette River waterfront.
- Develop, propose, and present plan amendments to achieve project purpose. Use illustrations and figures to convey design concepts for final product and required presentations.
- Create buildable plans with phased construction options.
- Create a design in accordance with the City's *Standard Construction Specifications*, Engineering Standards, building department requirements, other agency requirements, and City comments made during the review.
- Create cost estimates for construction with justification.
- Survey all potential permits required relative to planned development and pursue permitting on behalf of and in cooperation with the City.
- Provide presentations to policy makers, including ARA, Planning Commission, City Council, and other commissions or stakeholders as needed.
- Prepare final reports that include proposed amendments in a form ready to be adopted by the ARA. Proposed draft deadline is August 2020, with a month for revisions depending on feedback from the ARA. Final draft deadline is proposed for September 30, 2020.

#### Tasks include:

- Review and document inclusion of all existing planning documents and conceptual design work (see Attachment 2).
- Generate and execute a public engagement strategy to gain public opinion on design elements not represented in existing planning documents.
- Engineer existing streetscape design work for Water Avenue into a buildable plan that includes the relocation of overhead utilities underground.
  - Plans must be in a format for use to solicit bids for construction.

- Plans must include an option for phased construction if time or resources dictate the need for phased construction.
- Create buildable plans for agreed upon design of park and other publicly owned space along the Willamette River waterfront.
  - Plans must be in a format for use to solicit bids for construction.
  - Plans must include the option for phased construction should time or resources dictate the need for phased construction.
- Create cost estimates for construction with justification.
- Develop funding strategies, including traditional and innovative funding mechanisms.
- Provide presentations to policy makers, including ARA, Planning Commission and City Council, and other commissions or stakeholders as needed.
- Prepare final reports and plans in a form ready to be adopted by the ARA. Proposed deadline for draft is August 2020, with a month for revisions depending on feedback from the ARA. Final draft deadline is proposed for September 30, 2020.
  - Prepare a draft for stakeholder review.
  - Prepare a Final Master Plan for City Council adoption.
- Communicate with staff as necessary throughout the project

#### **4.4 INDEPENDENT CONTRACTOR (ORS 670.600)**

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

#### **4.5 PROJECT SCHEDULE AND PLAN TIMELINE**

The City expects the Proposer selected for award of contract to start work as soon as a contract is executed. Refer to Attachment A for the City’s Consulting Services Agreement. The City anticipates all work will be completed by September 2020. The City reserves the right to add or delete services based on the availability of project funding.

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

#### **4.6 PROJECT MANAGEMENT**

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

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

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

## 4.8 PROJECT DELIVERABLES

The deliverables will include:

- Existing planning document review and identification of key design elements to be included in final development plan.
- Facilitated and documented public involvement process, including all steps in plan development that may require public involvement.
- Engineered and buildable streetscape design plans, with phased construction options.
- Buildable plans for the agreed upon design of park and other publicly owned space along the Willamette River waterfront, with phased construction options.
- Buildable Plans:
  - Coordinated with City staff for review and comment during design phase, and at the 30-percent, 60-percent, and 90-percent completion milestones.
  - Prepared contract documents, final plans, and special provisions, for the project. Construction drawings shall be prepared using AutoCAD format.
- Cost estimates for complete project construction with justification.
- List of relevant permitting needed for planned development and improvements and application for relevant permits.
- 1-4 conceptual design reviews with public and agency input.
- Virtual tour and other interactive examples of proposed plans.
- Draft Riverfront Redevelopment Design Plan Report.
- Final Riverfront Redevelopment Design Plan Report.

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

### **5.1 SUBMITTAL PROCESS**

Each Proposer should provide four (4) total copies of their proposal with one copy marked “Original”. In addition to the hard copy (printed paper) version of the proposal, Consultant shall provide an electronic version of the proposal on a USB drive in non-editable, Adobe format.

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

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

### **5.2 PROPOSAL FORMAT**

Proposals should be printed double-sided with the sections tabbed to match those in the RFP, and with all pages numbered within each section. The proposal should be prepared succinctly, providing a straight forward, concise description of the Proposer’s ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

### **5.3 PROPOSER REPRESENTATIONS**

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

### **5.4 JOINT PROPOSALS**

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

### **5.5 PROPOSED PROJECT TEAM**

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

## 5.6 PROPOSAL REQUIREMENTS

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

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

## 5.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL

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

### 1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Consulting Services Agreement, Attachment A, and meet the requirements of this RFP. The Introductory Letter shall also name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Proposer. Include email address, telephone, and fax numbers. Any exceptions to the City's Consulting Services Agreement should be provided within this Letter. If Proposer is exempt from providing Workers' Compensation, Proposer should note the exemption in the Introductory Letter.

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

- a. Provide the history of the firm including the number of locations, length of time in business, number of employees, and approximate number of projects worked on per year.
- b. Provide detailed experience of the lead Consultant and other Consultants, including subconsultants, and describe their capability and availability to perform the work described in the RFP. Provide resumes for each Consultant.
- c. Submit at least three (3) examples within the past 10 years of related/relevant private or public projects for each key staff member of the Project Team and their assigned role for the Project.
- d. Describe the Project Team's knowledge of principles related to parks master planning, streetscape design and engineering, public engagement and capital funding strategies.
- e. Demonstrate the Project Team's ability to complete successfully similar projects and performance history meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations, price and cost data from previous projects, cost controls and contract administration.
- e. Include recent, current and projected workloads of the Project Team and resources to be assigned to the Project.
- f. Provide status and quality of required license or certification.

### 3. Project Approach and Understanding

The Proposer must present a clear and concise understanding of the overall project and its objectives based on the available information. Proposer should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions, and design philosophy. Include an

explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating ARA engagement or other meetings and building consensus.

4. Work Plan and Deliverable Schedule

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

Work Plan must include:

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

Deliverable Schedule must include:

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

5. References

Provide three (3) references from customers for whom the Proposer is currently or has previously provided services defined in this RFP, within the last ten (10) years. Include the contact names, phone number, email, and mailing address. References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. Proposer shall provide reference information on Exhibit A. Additional references may be contacted by the City at its discretion.

**5.8 ADDITIONAL ATTACHMENTS REQUIRED**

1. References (Exhibit A).
2. Non-Collusion and Conflict of Interest Certification (Exhibit B)
3. Certification Statement for Corporation or Independent Contractor (Exhibit C)
4. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D).
5. Certification of Insurance Requirements (Exhibit E).
6. Addenda - All addenda of this RFP should be submitted as part of the Proposal Response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Albany. Addenda are posted on the City of Albany's website.

## **SECTION 6 – EVALUATION CRITERIA**

### **6.1 SELECTION PROCESS**

The process to select a Consultant will consist of a solicitation of proposals from all Proposers interested in providing the required services described in this RFP. Proposers must meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and on budget.

Each Proposal will be evaluated on the completeness and quality of content. Selection of qualified Consultants will be in accordance with OAR 137-048-0220 and as set forth in the Solicitation Document. Per ORS 279C.110, please do not submit a rate schedule or include pricing information as part of the RFP.

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 deliverables.

### **6.2 SELECTION REVIEW COMMITTEE**

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

Scoring will be completed covering all areas listed below in the Evaluation Criteria. Proposals must provide a concise description of the Proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 Introductory Letter**

- Did Proposer include an Introductory Letter indicating an expression of interest in the project and the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Agreement?
- Were any exceptions to the City contract included in the Introductory Letter?
- Did the Proposer indicate the person(s) authorized to represent the Proposer in negotiations and legally authorized to sign the Agreement?

### **6.3.2 Project Approach and Understanding and Work Plan**

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

- Does the Proposer present a clear and concise understanding of the overall project and its objectives based on the available information?
- Did the Proposer describe their approach to the project?
- Did Proposer describe the significant issues and concerns that need to be addressed?
- Were there general or specific tasks the Proposer believes are important for prudent management and sequencing of the tasks, and detailed Schedule?
- Did Proposer include an explanation of how a collaborative relationship with the City will be established and the proposed best method for communication?

### **6.3.3 Experience and Qualifications**

- Did the Proposer provide adequate detail to determine the firm and the employee's qualifications, experience, capability and availability to provide the required services?
- Did the Proposer describe the proposed key personnel/employees' qualifications and experience relating to the described scope of work and the proposed Project Team?
- Does the Proposer have adequate relevant experience?
- Will the proposed experience of the firm and employees meet the needs of the City?
- Did the Proposer provide performance history to demonstrate previous project success?
- Did Proposer list other relevant professional capabilities demonstrated on other projects, which may include mapping, graphic displays, and other methods for communicating project concepts?

### **6.3.4 Project Team**

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand.

- Does the Project Team's qualifications and experience relate to the requested services?
- Will the proposed experience of the Team meet the needs of the City?
- Are there similar projects in complexity and duration, and the jurisdiction in which the work occurred characterizes the proposed Project Team's work quality and "successful" project results?
- Did Proposer provide current and projected workloads of the Project Team and available resources?
- Did Proposer indicate status of Project Team members' license or certifications?
- Proposer should identify any other firms (subconsultants) included on the Project Team along with the Consultant and describe the scope of the Consultant's and each subconsultant or firm's services and responsibilities during the project.

### **6.3.5 References**

- Did the Proposer provide three references and do the references provided by Proposer clearly demonstrate the type of services provided to customers and the length of service?



- Do the references represent customers requesting the same types of services required by the City?
- Were customers satisfied with the level of expertise and the qualifications of the key personnel and Project Team assigned to provide the required services?

#### 6.4 EVALUATION CRITERIA SCORING 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
Project Approach, Understanding, and Work Plan	40%
Experience and Qualifications	30%
Project Team	20%
References – Exhibit A	10%
TOTAL POINTS AVAILABLE IS 100	100%

#### 6.5 INTERVIEWS

The City intends to hold interviews 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 and require Proposers to provide their approach and vision for a successful project. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Albany.

Consultants invited to the interview will be responsible for making and paying for their own travel arrangements. There will be a possible 50 points attributed to interviews and the City may provide selected Proposers with a set of questions prior to the interview date.

#### 6.6 RANKING OF PROPOSALS

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

#### 6.7 NEGOTIATIONS

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

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

## **SECTION 7 – CONTRACT REQUIREMENTS**

### **7.1 CONTRACT AWARD**

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

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

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Proposer's submission of a proposal for the services being solicited under this RFP, see Exhibit 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 Consulting Services Agreement unless exceptions to the contract are submitted by the Proposer with their Proposal Response within the Introductory Letter. If Proposer does not provide written exceptions within the Introductory Letter and Proposer indicates exceptions after contract evaluations, City reserves the right to reject the Proposal and negotiate a contract with the next ranked Proposer or find the Proposal Response nonresponsive.

### **7.2 INSURANCE REQUIREMENTS**

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

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

The Proposer shall demonstrate willingness to contract and the ability to provide a Certificate of Insurance and additional insured endorsement reflecting the Insurance Requirements within ten 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 FOR AGREEMENT TO FURNISH CONSULTING SERVICES FOR WATERFRONT REDEVELOPMENT DESIGN TO THE ALBANY REVITALIZATION AGENCY (ARA) AN AGENCY OF THE CITY OF ALBANY, OREGON

### ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, a professional consulting firm, hereinafter referred to as CONSULTANT, agrees to provide design consulting services for the Waterfront Redevelopment Design to the City of Albany, Oregon, a municipal corporation, and the Albany Revitalization Agency, an Agency of the City of Albany, hereinafter referred to as CITY and ARA, respectively.

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, Negotiated Cost and Deliverable Schedule, Addenda and Clarifications, Request for Proposals, including Attachments, and Proposal Response.

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

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

### ARTICLE II: MODIFICATIONS

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

### ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement.
- C. Lead Consultant. \_\_\_\_\_ shall serve as the lead consultant to the City of Albany as described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.

- D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. Documents/Work Products Produced. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Record Drawings Preparation. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to the CITY.
- G. Access to Records. CONSULTANT agrees to preserve and maintain for six years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- H. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of the CITY. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless CONSULTANT for any application of documents for any purpose other than the originally intended use.
- I. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question.
- J. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- K. Oregon Identity Theft Protection Act. CONSULTANT, and its subconsultants to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- L. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of 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.
- M. ACH Direct Payment Authorization. The City prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANT must complete the City's ACH Vendor Direct Payment Authorization Form available on the City website at [http://www.cityofalbany.net/images/stories/finance/eft\\_form.pdf](http://www.cityofalbany.net/images/stories/finance/eft_form.pdf). Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- N. Pay Equity Compliance. As required by ORS 279C.520 CONSULTANT shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONSULTANT'S employees in the payment of wages

or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT'S compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.

**ARTICLE IV: RESPONSIBILITY OF CITY**

- A. Authorization to Proceed. CITY shall authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONSULTANT for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, 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 V: COMPENSATION**

CITY agrees to pay for the services procured in Article I in accordance with the compensation provisions in the attached Statement of Work and Deliverable Schedule.

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

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

**ARTICLE VI: INDEMNIFICATION**

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

**ARTICLE VII: INSURANCE**

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

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**B. Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

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

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

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

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

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

**D. Other Insurance Provisions**

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

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT’S or any subconsultant’s activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XII: FORCE MAJEURE**

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

#### **ARTICLE XIII: DISPUTE COSTS**

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

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

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

#### **ARTICLE XV: CONSTRUCTION**

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

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

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

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

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

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

#### **ARTICLE XVIII: EFFECTIVE DATE**

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



**ARTICLE XIX: ELECTRONIC SIGNATURES**

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

**CONSULTANT:**

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

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

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

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

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

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

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

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

**CITY OF ALBANY, OREGON:**

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

By: \_\_\_\_\_  
Peter Troedsson  
City Manager, City of Albany

**APPROVED AS TO FORM:**

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

## ATTACHMENT B – RELEVANT PLANNING WORK COMPLETED TO DATE

- **Albany Town Center Plan/CALUTS Summary:** This is a reader-friendly summary of the 1995 Albany Town Center Plan as developed in the Central Albany Land Use and Transportation Study (CALUTS). The CALUTS process included 10 public meetings discussing how the downtown and surrounding areas should look and function in the short and long term. The subsequent Plan outlined seven Fundamental Components in its recommendation, including two focused on the riverfront: “Albany Square:” an active public space along the bank of the Willamette River, and “Riverfront Housing:” infill and redevelopment parcels along waterways. The Plan identifies the following features of the waterfront area: transition from industrial uses to water and open space oriented high-density/mixed use residential development, major open space attractor along waterfront, and design guidelines to encourage designs compatible with historic neighborhoods. [Link to this document here.](#)
- **Town Center Plan (original and scanned in 1995)** See summary above. [Link to this document here.](#)
- **CARA Urban Renewal Plan:** In 2001, the City adopted an urban renewal plan designating the what Central Albany Revitalization Area. This urban renewal district was created to eliminate blighting influences, and specifically to implement the Town Center Plan. A series of community forums provided the framework for developing the CARA plan. By using a citizen-driven process, the resulting plans reflected the community’s vision for revitalization in downtown and along the riverfront. A list of 51 project activities were developed through a community-based process. Many of these activities involve riverfront redevelopment, including: Albany Square Development, Water Avenue Improvements, Riverfront Housing Infrastructure, Transition Areas Redevelopment, Broadalbin Promenade, Albany Landing, Riverfront Housing Area Streetscape, Water Avenue Area Parking Structure, Willamette Riverfront Path, Willamette Riverwalk, Calapooia Riverwalk, Santiam Canal Esplanade, Riparian Restoration, Public Facilities, and Promotion of Downtown. [Link to this document here.](#)
- **Water Avenue Streetscape Design Guide:** This project was completed in 2008 as a collaboration between the City of Albany and WHPacific, Inc. The project objective was to create a Water Avenue Streetscape Plan that: Results in a corridor approach for dealing with railroad crossing issues associated with redevelopment of sites located between the railroad and the Willamette River; Encourages redevelopment of old industrial riverfront sites as mixed-use, pedestrian-oriented urban waterfront developments; Creates a plan for street infrastructure improvements along the Water Avenue corridor that accommodates access by all transportation modes; Creates streetscape improvements that take advantage of the aesthetic and recreational opportunities provided by Albany’s frontage along the Willamette River; Incorporates and furthers the goals and plans outlined in previous planning efforts including CALUTS, Great Neighborhoods, and the Initial Implementation Strategy for the CARA; Includes sufficient detail to allow the City to proceed directly to creation of construction plans and specifications that will implement the streetscape plan. Along with detailed Plaza and Greenstreet designs, the finished product includes engineering and design work that addresses railroad crossing and intersection details. [Link to this document here.](#)
- **CARA Retail Refinement Plan:** This plan was created in 2011 with the aid of a steering committee, stakeholder group, and Crandall Arambula PC. The Retail Refinement Plan provides a vision and strategy for creating retailer interest and stimulate retail activity in downtown Albany. The Retail Revitalization Concept includes a substantial connection to the riverfront. Specifically, it calls for

Monteith Park expansion to establish a front door gateway to the river and destination for families, residents and visitors, and expanding the Broadalbin promenade concept along Water Avenue as an amenity for active ground floor uses oriented to Monteith Park and the river. In the plans for implementation, the Plan identifies River Access as a First Priority under the Key Projects Summary. [Link to this document here.](#)

- **SCYP Summary Report:** In 2016, the City of Albany began a partnership with the University of Oregon Sustainable City Year Program. During the following year, undergraduate and graduate students from 22 classes worked on projects identified by the City, including Willamette River and Monteith Park Site Analysis, Water Avenue Corridor Revitalization, Downtown Albany Re-Imagined, and Community Engagement. The team “found that the Water Avenue Corridor is a key component of the downtown economic revitalization, is conducive to a commercial center, is part of the historic district, and a more connected residential area.” They also provided the City with seven different design scenarios for Water Avenue with small infrastructure improvements. [Link to this document here.](#)
- **Parks Master Plan:** The Albany Parks and Recreation Department has begun updating the Parks Master Plan, which will be completed in 2020. The effort will assess the current space and facility needs of the Albany parks system; project future acquisition and capital needs through 2030, based on projected population growth; propose a list of prioritized projects to meet future needs; and recommend funding strategies to accomplish same.
- **ADA Transition Plan:** By law, the City must evaluate its services, policies, practices and facilities; determine barriers that may exist to services and facilities; determine feasible solution to resolve these barriers; establish a timeline for implementing these solutions, along with funding.
- **Water and Sewer Replacement Plan:** Collect and review all data necessary to design infrastructure (water, sewer, storm drain, stormwater quality) required in conjunction with the project. Obtain all required information needed for design engineering, such as surveying, utility location, identification of obstructions, and determining site topography.
- **Standard Construction Specifications:** Consultant’s design shall be in accordance with the City’s *Standard Construction Specifications*, Engineering Standards, building department requirements, other agency requirements, and City comments during the review. Link to *Standard Construction Specifications* [here](#). Link to Engineering Standards [here](#).
- **General Franchise Agreements** are adopted into the Municipal Code in Title 3 Revenue and Finance. Current agreements include Consumers Power, PacifiCorp, Qwest Telephone, BNSF Railway Company, Comcast Telecommunication, AT&T Telecommunications, MCI Communication Services, Inc., Advanced Telecom Inc., Lightspeed (LS) Networks, Astound Broadband, LLC, and Casco Communication, Inc. Link to documents [here](#).
- **Downtown Parking Study:** The Albany Revitalization Agency has contracted with Rick Williams Consulting to complete a Downtown Parking Study. This includes data collection and analysis within the study boundary, resulting in a detailed Downtown Parking Management Plan presented in near, mid, and long-term format. The project will be completed by the end of calendar year 2019. The project area outlined in this RFP lies within the boundary of the parking study.
- **Agreements with Railroads:** An active railroad operated by Portland and Western Railroad currently runs along the north side of Water Avenue. The railroad is located within City right-of-way. ODOT

Rail has jurisdiction over all railroad crossings and has informed the City that any redevelopment of sites located north of the tracks will trigger the need for submittal of revised crossing orders. ODOT Rail has the authority to condition crossing zone orders to require improvements such as signs, striping, curbs, and automated crossing devices. The Water Avenue Streetscape Design Guide was developed with input from ODOT Rail and is intended to be compatible with the full range of crossing improvements that ODOT Rail would likely decide are necessary when redevelopment occur and applications are submitted for revised crossing zone orders. The City of Albany recognizes that the final determination of the extent of railroad crossing improvements rests with ODOT Rail.

## EXHIBIT A - REFERENCES

Provide at least three (3) references with telephone numbers and email addresses. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

### REFERENCE 1

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Organization Name

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Telephone

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Contact Person

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Email

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Mailing Address

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Contract Term

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Project Description

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### REFERENCE 2

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Organization Name

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Telephone

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Contact Person

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Email

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Mailing Address

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Contract Term

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Project Description

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## EXHIBIT A - REFERENCES

### REFERENCE 3

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Organization Name

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Telephone

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Contact Person

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Email

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Mailing Address

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Contract Term

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Project Description

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

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

### Certifications

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

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

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

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

**Disadvantaged, Minority, Emerging Small Business (DMESB)** (check applicable box):  Yes  No

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

### Signature Block

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

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

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

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

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

## EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain at Contractor's expense insurance as noted below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's Acceptance: \_\_\_\_\_

Completed at City by Diane M. Murzynski