



CITY OF ALBANY, OREGON  
PARKS & RECREATION DEPARTMENT

# REQUEST FOR PROPOSALS

## **Parks Master Plan Update**

**Issue Date:** January 18, 2019

**Due Date:** February 20, 2019, 2:00 p.m. (Local Time)

**Parks & Recreation Director** ..... **Ed Hodney**  
**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, Adobe format. All proposals should include the following submittals to be considered responsive:

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



**CITY OF ALBANY, OREGON  
REQUEST FOR PROPOSALS (RFP)  
Parks Master Plan Update**

**Proposals Due by 2:00 p.m. (local time), Wednesday, February 20, 2019**

Notice is hereby given that the City of Albany (“City”) is requesting proposals from qualified firms that can demonstrate competency and experience to provide the following services to develop a 10-year Comprehensive Plan Update with a five-year Capital Improvement Program. Work entails:

- Review and document existing Albany parks, recreation facilities and open space system.
- Conduct a public engagement strategy to gain public opinion regarding the adequacy of existing parks and facilities.
- Determine the system’s adequacy to meet projected community needs.
- Review Albany’s current methodology for its Parks system development charges; make recommendations for adjustments.
- Develop task force meeting agendas, materials, and lead or assist with meeting facilitation.
- Develop, propose, and present plan amendments to achieve project purpose. Use illustrations and figures to convey design concepts for final product and required presentations.
- Develop and propose a financial plan to achieve the recommendations for system improvements.
- Provide presentations to policy makers, including: Planning Commission and City Council, and other commissions or stakeholders as needed.
- Prepare final reports that include proposed amendments in a form ready to be adopted by City Council.

The 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, Parks & Recreation Department, 333 Broadalbin Street SW, Albany, OR 97321, or phone 541-917-7778, 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 Ed Hodney, Parks & Recreation Director, [ed.hodney@cityofalbany.net](mailto:ed.hodney@cityofalbany.net), 541-917-7769.

Sealed proposals must be received by the City of Albany, at the Parks & Recreation Counter, not later than 2:00 p.m. (local time), Wednesday, February 20, 2019 addressed to the City of Albany, Finance Department, Attention: Diane Murzynski, CPPO, Purchasing Coordinator, 333 Broadalbin Street SW, Albany, OR 97321. The outside of the envelopes shall plainly identify: (1) the name of the RFP, (2) the RFP closing date and time, and (3) the name and address of the proposer. Electronic proposals will not be accepted. Proposals received after the designated time and date will not be opened.

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

DATED THIS 18TH DAY OF JANUARY 2019.

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Friday, January 18, 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.

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

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

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

The current Parks Master Plan is on the City website at:

<https://www.cityofalbany.net/departments/parks-and-recreation/parks/master-plans>

More information is available at the following:

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

<https://www.cityofalbany.net/departments/parks-and-recreation>

## 1.2 PROJECT DESCRIPTION

In general, the Project description includes facilitating the process to amend the Parks Master Plan and provide updates.

### **1.3 REQUIRED SERVICES**

The City is seeking a qualified firm to assist with review and suggest revisions to the Parks Master Plan by developing a 10-year comprehensive plan update with a five-year Capital Improvement Program (CIP). The revisions should include:

- Review and document existing Albany parks, recreation facilities and open space system.
- Conduct a public engagement strategy to gain public opinion regarding the adequacy of existing parks and facilities.
- Determine the system's adequacy to meet projected community needs.
- Review Albany's current methodology for its Parks system development charges; make recommendations for adjustments.
- Develop task force meeting agendas, materials, and lead or assist with meeting facilitation.
- Develop, propose, and present plan amendments to achieve project purpose. Use illustrations and figures to convey design concepts for final product and required presentations.
- Develop and propose a financial plan to achieve the recommendations for system improvements.
- Provide presentations to policy makers, including: Planning Commission and City Council, and other commissions or stakeholders as needed.
- Prepare final reports that include proposed amendments in a form ready to be adopted by City Council.

## 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 Wednesday, February 20, 2019.**

#### Submittal Address & Process Questions

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

#### Technical Questions/Scope of Work

Ed Hodney, Parks & Recreation Director  
[ed.hodney@cityofalbany.net](mailto:ed.hodney@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 Contractor. The timeline listed below may be changed if it is in the City's best interest to do so.

RFP Advertised	January 18, 2019
Date to Submit Changes or Solicitation Protests	January 30, 2019, 2:00 p.m.
Last Date for Addenda	February 15, 2019, 12:00 p.m.
Proposal Due Date	February 20, 2019, 2:00 p.m.
Evaluate Proposals	February 21-22, 2019
Optional Interviews	February 25-26, 2019
Notice of Intent to Award	February 27, 2019
Protest Period ends (seven calendar days)	March 6, 2019, 2:00 p.m.
Contract Award & Execution	March 25, 2019

### 2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

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



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

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

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

## **2.5 CANCELLATION**

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

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

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

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

## **2.7 CONDITIONS OF SUBMITTAL**

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

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

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

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

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

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

## **2.10 COMPETITION**

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

## **2.11 SOLICITATION PROTESTS**

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

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

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

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

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

## **2.14 REJECTION OF PROPOSALS**

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

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

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

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

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

## **2.16 PROPOSAL OWNERSHIP**

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

## **2.17 DURATION OF PROPOSAL**

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

## **2.18 AFFIRMATIVE ACTION**

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

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

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

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

## **2.20 SUBCONSULTANTS**

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

## **2.21 IDENTICAL PROPOSALS**

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

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

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

## **2.23 NOTIFICATION OF INTENT TO AWARD**

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

## **2.24 PROTEST OF AWARD**

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

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

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

## **2.25 OBLIGATION TO AWARD**

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

## **2.26 AGREEMENT**

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

## **2.27 NOTICE TO PROCEED**

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

## **2.28 RECIPROCAL PREFERENCE LAW**

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

## **2.29 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

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

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

## SECTION 3 – GENERAL PROVISIONS

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

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.

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

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

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

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

SDC means System Development Code.

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

STATEMENT OF TIME is a period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting

contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

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

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

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.

### **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:

Ed Hodney  
Director of Parks & Recreation  
Phone: 541-917-7769  
ed.hodney@cityofalbany.net

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

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

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

CITY OF ALBANY  
Attn: Accounts Payable  
P.O. Box 490  
Albany, Oregon 97321  
accountspayable@cityofalbany.net

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



## SECTION 4 - SCOPE OF WORK

### 4.1 REQUIRED SERVICES

The City is seeking a qualified firm to assist with review and suggest revisions to the current Parks Master Plan. The Proposer's project team should demonstrate the necessary experience, skills, and understanding to develop a 10-year Comprehensive Plan Update with a five-year CIP.

### 4.2 CONTRACT TERM

The term of this contract shall be from April 1, 2019 through December 31, 2019. Services shall begin within ten (10) days after the receipt of the City's Notice to Proceed. Ultimate completion includes solutions developed, reviewed, presented, and adopted by the Albany City Council.

### 4.3 SCOPE OF WORK

The scope of work entails:

- Review and document existing Albany parks, recreation facilities and open space system.
- Conduct a public engagement strategy to gain public opinion regarding the adequacy of existing parks and facilities.
- Determine the system's adequacy to meet projected community needs.
- Review Albany's current methodology for its Parks system development charges; make recommendations for adjustments.
- Develop task force meeting agendas, materials, and lead or assist with meeting facilitation.
- Develop, propose, and present plan amendments to achieve project purpose. Use illustrations and figures to convey design concepts for final product and required presentations. DEADLINE: October 2019.
- Develop and propose a financial plan to achieve the recommendations for system improvements.
- Provide presentations to policy makers, including: Parks & Recreation Commission, Planning Commission and City Council, and other commissions or stakeholders as needed.
- Prepare final reports that include proposed amendments in a form ready to be adopted by City Council. DEADLINE: December 2019

#### Tasks include:

- Review existing background information, such as the current Park, Recreation & Open Space Plan and other related documents.
- Generate a creative strategy to engage the public and gain input through various means, such as: special interest focus groups, surveys, open public meetings.
- Develop a Community Needs Assessment for a 10-year period.
  - Incorporate all levels of public input into assessment
  - Update the park classification system
  - Analyze park land needs based on service standards not park distribution
  - Identify excess park property
  - Incorporate regional trails into system planning (Corvallis, Lebanon and Salem and their respective counties)
  - Identify community recreation trends that could impact programming
- Develop a capital and operations plan for the initial five years of the 10-year Plan.
- Develop funding strategies, including traditional and innovative funding mechanisms.

- Prepare a draft for stakeholder review.
- Prepare a Final Master Plan for City Council adoption.
- Update the System Development Charges (SDC) methodology
- Develop maps to support the planning process
- 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 Standard Professional Services Agreement. The City anticipates all work will be completed by December 2019. 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**

- Facilitate and document the public involvement process
- Survey data and summary report
- Needs assessment report
- Parks SDC Methodology report
- CIP, operations and funding plan
- Maps to support the planning process
- Draft System Master Plan Report
- Final System Master 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 should provide an electronic version of the proposal on a USB drive in non-editable, Adobe format.

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

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

### **5.2 PROPOSAL FORMAT**

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

### **5.3 PROPOSER REPRESENTATIONS**

The Proposer further agrees to examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure 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 Standard Professional Services Agreement, Attachment A, and meet the requirements of this RFP. The Introductory Letter shall also name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Proposer. Include email address, telephone, and fax numbers. Any exceptions to the City's Standard Professional Services Agreement should be provided within this Letter. Proposer must confirm or decline participation in the Cooperative Agreement by acknowledgement in the Introductory Letter and the Non-Collusion and Conflict of Interest Certification. Participation will extend the resulting award to other Participating Agencies, ORS 279A.215, Intergovernmental Cooperative Purchasing. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter.

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

- a. The history of the firm including the number of locations, length of time in business, number of employees, and approximate number of projects worked on per year.
- b. Resume of lead Consultant and detailed experience of other Consultants, including subconsultants if applicable, who may be assigned to the task.
- c. Submit at least three (3) examples of related/relevant private or public projects for each member of the Project Team and their assigned role for the Project.
- d. Project Team's knowledge of principles related to parks master planning, SDC methodology, and capital funding strategies.

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

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

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

##### Work Plan must include:

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

##### Deliverable Schedule must include:

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

##### Cost Proposal Summary:

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

#### 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 three (3) 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 B. Additional references may be contacted by the City at its discretion.

### **5.8 ADDITIONAL ATTACHMENTS REQUIRED**

1. Cost Proposal Summary (Exhibit A)
2. References (Exhibit B).
3. Non-Collusion and Conflict of Interest Certification (Exhibit C)
4. Certification Statement for Corporation or Independent Contractor (Exhibit D)
5. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit E).
6. Certification of Insurance Requirements (Exhibit F).
7. 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 within budget and provide the required ongoing services in an efficient and cost-effective manner to the City. The City intends to contract for the “best value” product and service that offers the desired level of quality at a reasonable price.

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

### **6.2 SELECTION REVIEW COMMITTEE**

The Selection Review Committee will be comprised of at least three (3) City staff members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews and lend any such expertise to the process as requested by the City. However, any such person 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. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total proposal score. The City is seeking value from the service requested. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 INTRODUCTORY LETTER**

- 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 EXPERIENCE AND QUALIFICATIONS**

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

### **6.3.3 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?
- 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.

### **6.3.4 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?

### **6.3.5 COST PROPOSAL SUMMARY**

This evaluation component will confirm whether Proposer can meet the overall milestones identified in Section 4. A complete Cost Proposal Summary should be submitted on Exhibit A.

### **6.3.6 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 SCORE GRID

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

Introductory Letter	Pass/Fail
Experience and Qualifications	30%
Project Team	25%
Project Approach, Understanding, and Work Plan	25%
Cost Proposal Summary – Exhibit A	10%
References – Exhibit B	10%
TOTAL POINTS AVAILABLE IS 100	100%

## 6.5 INTERVIEWS (Optional)

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

## 6.6 RANKING OF PROPOSALS

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

## 6.7 NEGOTIATIONS

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

## 6.8 BEST AND FINAL OFFERS

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



## SECTION 7 – CONTRACT REQUIREMENTS

### 7.1 CONTRACT AWARD

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

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

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

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

### 7.2 INSURANCE REQUIREMENTS

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

Proposer must submit documents certifying they can meet City insurance requirements: Commercial General Liability Insurance, Automobile and Collision Insurance, and Professional Liability. An overview of the Insurance Requirements is provided in Exhibit F and Proposers must submit Exhibit F 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 (10) days of the Notice of Contract Award. If Proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer.

## ATTACHMENT A – *SAMPLE CONTRACT*

### STANDARD TERMS AND CONDITIONS AGREEMENT TO FURNISH SERVICES FOR PARK MASTER PLAN UPDATES TO THE CITY OF ALBANY, OREGON

#### **ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as CONTRACTOR, agrees to provide *Park Master Plan Updates* for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as CITY.

The term of this contract shall begin April 1, 2019 and be completed by December 31, 2019.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Request for Proposals, including Exhibits, Attachments, and Appendices, Statement of Work, and Proposal Response.

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

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

#### **ARTICLE II: RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

### **ARTICLE IV: MODIFICATIONS**

CITY or CONTRACTOR shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the

modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

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

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

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

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

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

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

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

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

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

## **B. Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

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

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

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

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

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

## **D. Other Insurance Provisions**

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

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

## **ARTICLE VIII: ASSIGNMENT**

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

Use of subcontractors by the CONTRACTOR or subsidiary or affiliate Firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONTRACTOR shall remain fully responsible for the work performed, whether such performance is

by the CONTRACTOR or subcontractors. No subcontractors shall be used without the written approval of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XV: 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 XVI: 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 XVII: 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.

**ARTICLE XVIII: COOPERATIVE PROCUREMENTS**

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

**CONTRACTOR:**

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

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

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

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

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

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

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

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

**CITY OF ALBANY, OREGON:**

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

By: \_\_\_\_\_  
Ed Hodney  
Parks & Recreation Director

**APPROVED AS TO FORM:**

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



## EXHIBIT A - COST PROPOSAL SUMMARY

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

Items	Description*	List Personnel	Hours	Hourly Rate	Total Cost
1	Assessment of current Parks & Recreation system				\$0.00
2	Assessment and final report on Albany's Parks SDC methodology, including recommended adjustments				\$0.00
3	Draft and final reports on recommended updates to the Albany Parks Master Plan, including proposed projects				\$0.00
4	Meetings with staff, officials, and public groups				\$0.00
<b>TOTAL</b>					<b>\$0.00</b>

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

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

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

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

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

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

## EXHIBIT B - 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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Contract Term

\_\_\_\_\_

\_\_\_\_\_

Project Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### REFERENCE 2

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Contract Term

\_\_\_\_\_

\_\_\_\_\_

Project Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B - REFERENCES**

**REFERENCE 3**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Contract Term

\_\_\_\_\_  
Project Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

## Certifications

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

**Intergovernmental Cooperative Procurement Participation** (check box that applies):  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 D – 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 E - PROPOSER REPRESENTATIONS AND CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

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

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

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

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

## EXHIBIT F – CERTIFICATION OF INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Completed at City by: Diane M. Murzynski