



Solicitation # RFP231018

# REQUEST FOR PROPOSALS FOR CONSULTING SERVICES

## WWTP-24-01-CC, NORTH ALBANY LIFT STATION IMPROVEMENTS

**Issue Date:** Monday, October 30, 2023

**Due Date:** Tuesday, December 12, 2023, 2:00 p.m. (Pacific Time)

**Public Works Director** ..... **Chris Bailey**  
**City Engineer**..... **Staci Belcastro, P.E.**  
**Project Manager**..... **Nolan Nelson, P.E.**  
**Contracts and Procurement Officer** ..... **Diane M. Murzynski, NIGP-CPP, CPPO, CPPB**

**For more information regarding this Request for Proposals,  
email [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).**

**CITY OF ALBANY, OREGON**

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## PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the Proposer to email the proposal response by the indicated deadline to the designated location. The City is not responsible for late or mishandled delivery. Proposals received after the designated closing time will be determined nonresponsive and will not be accepted. If the Proposer obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the Proposer to check for any addenda

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

The following shall be received to be considered responsive:

- Introductory Letter
- Management Letter
- Disclosure Statement
- Experience of Project Team
- Qualifications of Project Team
- Approach, Coordination, and Schedule
- Proposal Certifications (*Exhibit A*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit B*)
- Responsibility Certification (*Exhibit C*)
- Insurance Requirements (*Exhibit D*)
- References (*Exhibit E*)
- Evidence of Insurance, Bondability Letter, if applicable
- Acknowledgement of all addenda on Proposal Certifications (Exhibit A)

**Other than what is listed above, it is not necessary to submit any additional pages with the proposal.**



**CITY OF ALBANY, OREGON**  
**REQUEST FOR PROPOSALS (RFP)**

**WWTP-24-01-CC, North Albany Lift Station Improvements**  
**Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, December 12, 2023**

Notice is hereby given that the City of Albany (City), Oregon, is requesting proposals from qualified firms that can demonstrate competency and experience in providing engineering design services for a new wastewater lift station in North Albany. The objective of requesting proposals is for the City to contract with a firm that can offer services of the highest quality and best value to the City. The proposed term of this contract shall be from March 2024 through March 2027.

Solicitation documents can be downloaded from the City of Albany website at <https://www.cityofalbany.net/bids>, or examined at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321, Monday through Friday, 8:00 a.m. to 5:00 p.m. There is a \$35 charge to receive a printed copy of the documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions regarding the solicitation, contact Diane Murzynski, CPPO, Contracts and Procurement Officer, at [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net), and Nolan Nelson, PE, Civil Engineer III, [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net).

Proposal responses must be submitted electronically to Diane Murzynski, in the Finance Department, at [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), and received not later than 2:00 p.m., (Pacific Time), Tuesday, December 12, 2023, or any extension of the time made by addendum. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "WWTP-24-01-CC, North Albany Lift Station Improvements". Proposals received after the closing date and time will not be opened or reviewed. Proposals shall be valid for 120 days after opening unless otherwise specified.

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 30TH DAY OF OCTOBER 2023.

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

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts and Procurement Officer

PUBLISH: Daily Journal of Commerce, on Monday, October 30, 2023  
Albany Democrat-Herald, on Tuesday, October 31, 2023

## **SECTION 1 – INTRODUCTION**

### **1.1 BACKGROUND**

The City of Albany is a municipal governmental entity providing a full range of services, including public transit, police and fire protection, land use planning, sewer services, water services, construction and maintenance of streets, infrastructure, recreational activities, and cultural events. The City of Albany, with a population of 57,289 (World Population Review 2023), is the eleventh largest city in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the City of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways, and Interstate 5, and across the Willamette into the farms and wooded hillsides of North Albany.

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

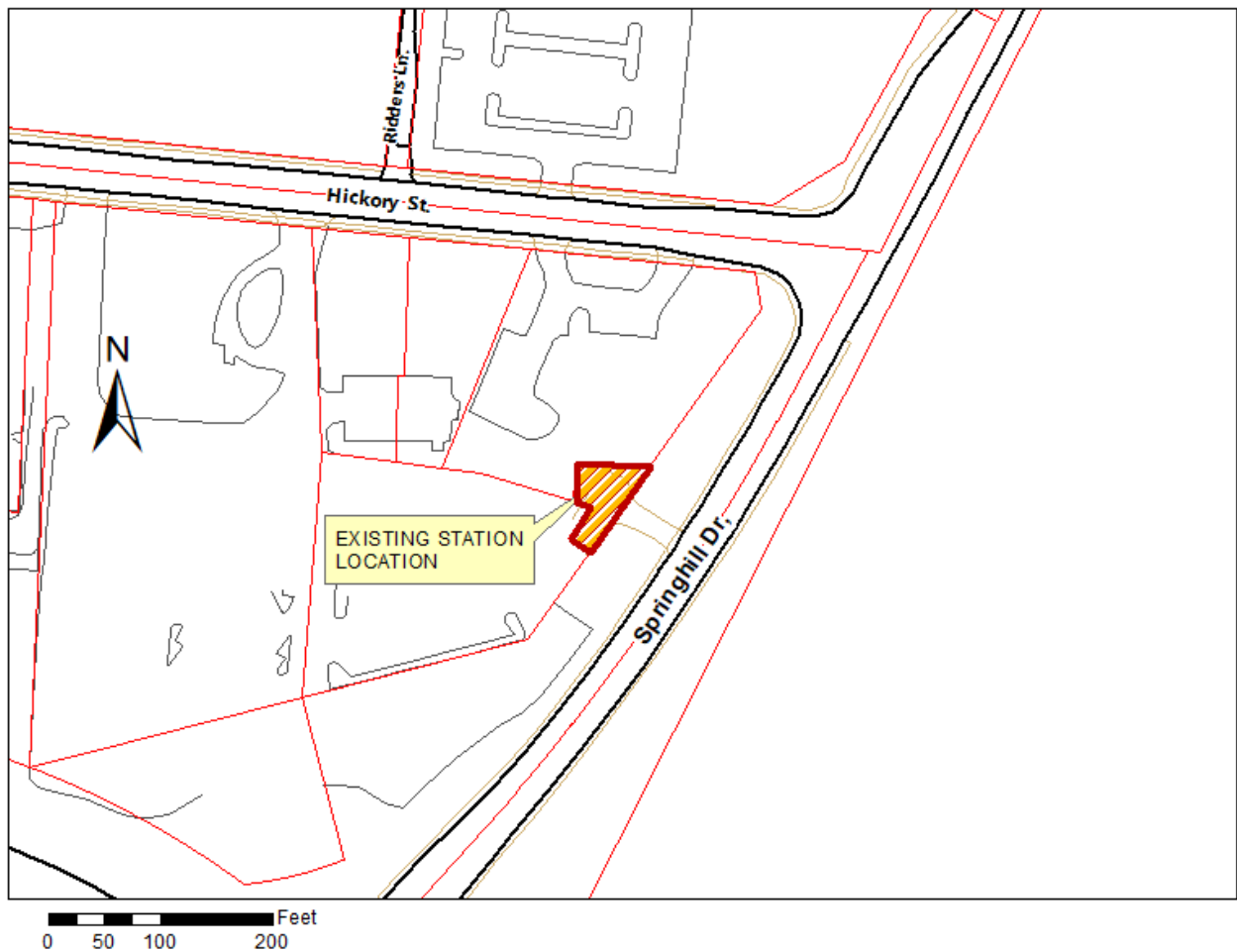
The portion of the city located north of the Willamette River, within Benton County is referred to as North Albany. This portion of the city has a population of 11,087 (ACS 2021) within 19.7 square miles. The 2015 Wastewater Collection Facility Plan determined that the one lift station serving this area required additional capacity to accommodate development in North Albany. However, the existing lift station structure is not large enough to accommodate the future required capacity.

### **1.2 PROJECT DESCRIPTION AND BACKGROUND**

This project provides for replacing the existing North Albany wastewater lift station with a new wastewater lift station sized to handle existing peak flows without both pumps operating, and the capacity to accommodate development in North Albany. The existing lift station structure is not large enough to accommodate the future required capacity, so a new facility will need to be built.

North Albany lift station will need additional capacity to serve the urban growth boundary area tributary to the station. While the station does not have sufficient capacity to handle existing peak flows without both pumps operating, the station can still handle existing peak flows and some additional flows. The station does not have the capacity to handle further growth in the basin.

The existing firm capacity of the station is 2,600 GPM. The existing force main is 18-inches in diameter and has a capacity of 6300 GPM. The existing site is on the corner of Springhill Drive and Hickory Street in North Albany. The Consultant will need to verify if the existing location can be used and will assist the City in any site selection.



### 1.3 REQUIRED SERVICES

The City of Albany is requesting proposals from qualified firms to provide design engineering services for the North Albany Lift Station Improvements project (See Section 1.2 Project Description and Background). The engineering effort associated with this project consists of providing design and bidding services, and services during construction. The anticipated scope of work is defined in Section 3.3.

The City will be contracting with an Electrical Engineer independent of this RFP, and it will be the responsibility of the Consultant to coordinate the electrical and controls design with the City's selected Electrical Engineer.

### 1.4 PROCUREMENT METHOD

The City will use a procurement and selection method based on competitive negotiation procedures for qualification-based selection (QBS). Responses to this RFP will be reviewed, scored, and ranked according to the criteria defined herein and in accordance with Oregon Administrative Rules 137-048-0220. The most qualified Consultant will be selected subject to negotiation of fair and reasonable compensation. Under this method, the City may not consider price as an evaluation factor in determining the most qualified proposer. Contractor SHALL not provide a cost proposal with their proposal response. Cost is not evaluated; Cost will be negotiated with the successful proposer. There are no federal funds used for this project.

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Contracts and Procurement Officer will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests.

#### Submittal Address

City of Albany  
Finance Department  
Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts and Procurement Officer  
333 Broadalbin Street SW, Albany, OR 97321  
[diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net)

#### Scope of Work

Nolan Nelson, P.E.  
Civil Engineer III  
[nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net)

Proposals must be submitted in non-editable PDF format to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net).

### 2.2 RFP SCHEDULE

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

RFP Advertised	October 30, 2023
Date to Submit Changes or Solicitation Protests	November 14, 2023, 2:00 p.m.
Last Date for Questions	December 4, 2023, 12:00 p.m.
Last Date for Addenda Issued	December 6, 2023, 12:00 p.m.
Proposal Due Date	December 12, 2023, 2:00 p.m.
Evaluate Proposals	December 13, 2023 - January 9, 2024
Optional Interviews	January 10-11, 2024
Notice of Intent to Award	January 17, 2024
Protest Period ends (seven calendar days)	January 24, 2024, 12:00 p.m.
Begin Contract Negotiations	January 25, 2024
Council Approval	February 28, 2024
Contract Begins	March 2024

### 2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

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

by City of Albany managers, employees, or agents to the prospective proposers will not bind the City of Albany.

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

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

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

## **2.5 CANCELLATION**

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

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

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



## 2.7 CONDITIONS OF SUBMITTAL

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

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

## 2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

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

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

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

## **2.10 COMPETITION**

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

## **2.11 SOLICITATION PROTESTS**

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

In addition to the information, a Prospective Proposer's written protest must include a statement of the desired changes to the procurement process or the solicitation document that the Prospective Proposer believes will remedy the conditions upon which the Prospective Proposer based its protest. No such protests or requests will be considered if received after the deadline or requests are incomplete. No oral, telegraphic, telephone protests or requests will be accepted.

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

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

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

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

contacting references. All such documents, if requested by the City of Albany, become part of the public record, and may be disclosed accordingly.

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

## **2.14 REJECTION OF PROPOSALS**

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

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

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

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

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

## **2.16 PROPOSAL OWNERSHIP**

1. All proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the

context of the federal Freedom of Information Act (FOIA) and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

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

## **2.17 DURATION OF PROPOSAL**

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

## **2.18 AFFIRMATIVE ACTION**

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

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

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. By submitting a proposal, Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, service-disabled veteran, or emerging small business enterprises certified under ORS 200.055 in obtaining any subcontracts as required by ORS 279A.110. The State of Oregon provides a certification directory for MWESB Vendors at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>. Proposers shall consider MWESB vendors for subcontracting opportunities.

If the contract is awarded on the basis of Consultant's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women-owned Business Enterprise (MWBE), Service-disabled Veteran, and Emerging Small Business (ESB) certifications (collectively known as MWESBs), Consultant must remain certified during the entire term of the contract. Consultants must include a similar provision in any subcontracts for the project.

## **2.20 PAY EQUITY COMPLIANCE**

As required by ORS 279C.520, all proposers must comply with ORS 652.220 and will not unlawfully discriminate against any of proposer's employees in the payment of wages or other

compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

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

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

## **2.21 SUBCONTRACTORS/SUBCONSULTANTS**

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful proposer for work to be performed under a subconsultant/subcontractor, including procurements of materials or leases of equipment, each potential supplier will be notified by the successful proposer of the proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws. A list of potential state certified DBE Contractors is available at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx> and from the City's website at <https://cityofalbany.net/bids>.

## **2.22 NOTIFICATION OF INTENT TO AWARD AND DEBRIEFING OPPORTUNITY**

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 contract. The notice of intent to award a contract will be directed to the person who has signed the proposal on behalf of the Proposer, or their designee, if an email has not been provided.

The City will notify all Proposers of their opportunity to have a debriefing with Procurement to discuss scoring, evaluations, and proposal recommendations for improvement. The City will not open proposals for public inspection until after the City has executed a contract, as provided for in ORS 279C.107.

## **2.23 PROTEST OF AWARD**

A Proposer whose submittal was scored as the second apparent, most advantageous proposal response, and submitted a responsive and responsible proposal, may protest the award of contract or the intent to award such a contract, whichever occurs first. In addition, as defined in OAR 137-048-0240, the following conditions must exist: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids or higher ranked Bids are nonresponsive; (3)

The City has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0220.

The Proposer must deliver the written protest to the Contracts and Procurement Officer within seven days after issuance of Notice of Intent to Award to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net). A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline. Protests not filed within the time specified or that fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

## **2.24 NONAPPROPRIATION**

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

## **2.25 AGREEMENT**

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

## **2.26 NOTICE TO PROCEED**

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

## **2.27 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 representative for the purpose of administering this contract will be Nolan Nelson, PE, Civil Engineer III, 541-467-6221, [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net).

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

## **2.28 INVOICES**

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

City of Albany

Attn: Accounts Payable

P.O. Box 490, Albany, Oregon 97321

[accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net)

Please submit a courtesy invoice copy to [nolan.nelson@cityofalbany.net](mailto:nolan.nelson@cityofalbany.net).

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

## **2.29 RECIPROCAL PREFERENCE LAW**

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

## SECTION 3 - SCOPE OF WORK

### 3.1 PROJECT INFORMATION

The City of Albany is requesting proposals from qualified firms that can demonstrate competency and experience in providing engineering design services for a new wastewater lift station in North Albany.

### 3.2 CONTRACT TERM

The proposed term of this contract shall be from March 2024 through March 2027. Services shall begin within seven (7) days after the receipt of the City's Notice to Proceed.

### 3.3 SCOPE OF WORK

The scope of work entails:

- Coordinate and conduct meetings with City staff as needed and required.
- Review all existing planning documents, conceptual design work, and master planning.
- Collect and review all data necessary for the design of the project. Obtain all required information needed for design engineering, such as surveying, utility locations, identification of obstructions, and determining site topography.
- Prepare an overall design, bid, and construction master project schedule.
- Conduct site inspections as necessary.
- Provide a design in accordance with the City's *Standard Construction Specifications-Engineering Standards*, building department requirements, other agency requirements, and City comments made during the design review.
- Survey all potential permits required and assist City staff to prepare and acquire all necessary planning and permitting approvals.
- Design site layout for lift station, including but not limited to, pavement, public street work, utilities, control structures, a new wetwell, pigging station, and landscaping.
- Design lift station with submersible pumps capable of meeting peak flows (as determined by the City prior to design), size and design a wetwell, design a control building, design a pigging station, and design any other supporting utilities and appurtenances.
  - The 2015 Wastewater Collections Facility Plan identified the need for three 3,100 GPM pumps in a new lift station facility. Consultant shall work with City to confirm size during design.
- Coordinate with the City's contractual Electrical Engineer. Design and size any supporting structures for electrical equipment, including a backup generator.
- Prepare a detailed project construction cost estimate.
- Prepare construction contract documents, final design plans, and special provisions for the project.
  - Construction drawings shall be prepared using the AutoCAD computer format. The City requires construction drawings at half size, 11" × 17". Full size, 22" × 34", drawings are available on request by the successful contractor. Drawings should be sized in a pdf format for distribution purposes.



- Drawings shall be located and oriented within the horizontal Oregon State Plane Coordinate System (NAD 83-89). All elevations shall be in the National Geodetic Vertical Datum of 1929 (NGVD 1929).
- Respond to bidders' technical questions during the construction bidding phase.
- Prepare any required addenda during the construction bidding phase.
- Provide technical assistance as necessary during construction.

The City's contractual Electrical Engineer will provide:

- Generator specifications
- Conduit and wiring plans
- Wiring and controls design
- Electrical equipment and cabinet sizing and placement requirements

### **3.4 PROJECT DELIVERABLES**

The deliverables will include:

- Key design elements to be included in the final design plan.
- Engineered and buildable design plans.
- Buildable Plans:
  - Coordinate with City staff for review and comment during design phase, and at the 30-percent, 60-percent, and 90-percent completion milestones.
  - Prepare construction contract documents, final plans and drawings, and special provisions, for the project. Construction drawings shall be prepared using AutoCAD format.
- Cost estimates for complete project construction with justification.
- A list of relevant permits needed and application for relevant permits.
- One to four conceptual design reviews with public and agency input.

### **3.4 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 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 provides its employees.

### **3.5 PROJECT SCHEDULE AND DELIVERABLE TIMELINE**

The City desires to begin this project as soon as possible, and some components of the individual scopes of work may need to be conducted at specific times of the year (e.g., canal field assessment, hydrant testing). The specific dates for events and the deliverable timelines will be determined after the selection of the Consultant and outlined in the negotiated statement of work. The Consultant will propose a detailed project schedule and an explanation of how the Consultant will meet the project requirements on time and on budget.

### **3.6 PROJECT MANAGEMENT**

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

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

The selected Consultant 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.

### **3.8 CONSULTANT'S EMPLOYEES**

Consultant's employees should not represent to anyone they are an employee of the City. All personnel employed by the Consultant should present a neat appearance and be courteous to the public. Consultant may be required to attend City Council meetings either remotely or in person. The Consultant will utilize employees who can perform the work described in the scope of services in the RFP. The City and the Consultant will promptly notify the other of any complaints received within 24 hours. At the request of the City, the Consultant shall promptly replace for just cause any employee performing in an abusive or disorderly manner. Consultant must agree to follow all City required Oregon Health Authority (OHA) and OSHA guidelines.

### **3.9 INCREASE OR DECREASE IN SERVICES**

The City shall have the option to increase or decrease services and may request Consultant to provide additional work for the City. All change orders to the contract will be negotiated, in the form of an amendment to the contract and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price resulting from the increase or decrease in the scope of work. The amendment shall be executed by both parties.

### **3.10 KEY PERSONNEL**

The Consultant must acknowledge and agree that they are entering into this contract because of the special qualifications of their Project Team, including subconsultants, based on the expertise, experience, qualifications, judgment, and personal attention of the proposed key personnel. The Consultant should not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City.

Consultant will provide City with key personnel, including subconsultants, who have experience with the services defined in this RFP. The City will have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel. If an agreement cannot be reached, the City reserves the right to terminate the contract with the Consultant.

## **SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS**

### **4.1 SUBMITTAL PROCESS**

Each proposal must include, at a minimum, the items listed in the Scope of Work and the Proposer's Submittal Checklist. The proposal must contain the mandatory submittal requirements listed below. Incomplete proposals may be considered nonresponsive. A completeness check will be conducted for each proposal.

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City may disqualify the Proposer. Each Proposer must provide: A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal; and provide specific qualifications of prior work experience within a governmental environment.

### **4.2 PROPOSAL FORMAT**

Proposals should be prepared and submitted in non-editable pdf format and labeled to match those sections in the RFP and with all pages numbered. The proposal should be prepared succinctly, providing a straightforward, concise description of the proposer's ability to meet all requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject proposals that are deemed illegible or too difficult to read.

### **4.3 PROPOSER REPRESENTATIONS**

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

### **4.4 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 it 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.

### **4.5 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS**

Proposers must describe their qualifications and commitment to providing the scope of work defined in Section 3 and include the following submittal requirements. Proposer shall include subconsultants as necessary to assure that their specific experience and qualifications are represented adequately in the scoring process.

1. Introductory Letter

- Summarize the key points of the proposal and provide an expression of interest in the project.

- Indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Terms and Conditions Agreement, Attachment A.
- Include that the proposer, and subconsultants, if applicable, submitting the proposal agree to perform all work outlined in the City's RFP and within the time periods proposed by the City.
- Name the person(s) authorized to represent the proposer in any negotiations, the name and title of the person(s) legally authorized to sign any contract that may result, and the name of the firm that will carry the required insurance if a joint venture is proposed. The letter must be signed by an authorized representative of the proposer and include email address, and telephone and fax numbers.
- List any exceptions to the City's Standard Terms and Conditions Agreement. If proposer is exempt from providing workers' compensation insurance, proposer shall note that exemption.
- Provide evidence of insurance by providing a certificate of insurance meeting the City insurance requirements.

2. Management Letter

- Include full legal name, including any and all company names previously used.
- Provide the history of the firm, year business started, and length of time in business.
- Include the state and location of company headquarters. Include offices in Albany and surrounding local areas.
- Provide approximate number of projects worked on per year and describe your availability to perform the work described in the RFP.
- Provide a brief description of the reasons why the proposer's company and project team should be considered over its competitors to provide the scope of work.

3. Disclosure Statement

- Provide a statement disclosing whether the Consultant, including proposed subconsultant(s), or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing engineering and design services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.

4. Experience of the Project Team

- For all key personnel, including key subconsultants, provide descriptions of past projects to demonstrate the ability to provide the services outlined in the individual scope of work for this project.
- Describe how any knowledge, understanding, and experience gained from past projects relates to the specific needs outlined in this RFP's scope of work.

- Summarize how any knowledge, understanding, and experience gained from past projects adds value to the efficiency, effectiveness and overall quality of the work being proposed for this project.
- Include any specific work experience on City of Albany projects.
- Include references and contact information for all projects listed.

5. Qualifications of the Project Team

- Identify and provide qualifications for all pertinent team members including the project manager, other key personnel, and all subconsultants included on the team.
- In a resume type format, summarize the following for the key project team members:
  - Education, years of experience, professional licensure/registrations.
  - Summary of directly related work experience and demonstrated expertise.
  - Roles and responsibilities of this project.

6. Approach, Coordination, and Schedule

- Describe approach to the project.
- Present a clear and concise understanding of the overall project and its objectives based on the available information in this RFP.
- Describe general or specific tasks that are important for prudent management and sequencing of the tasks. This includes work to be completed by subconsultant(s).
- List and describe the significant issues and concerns that need to be addressed.
- Provide additional recommendations that may need to be considered to meet the City's needs or specific regulatory requirements.
- Include an explanation of how a collaborative relationship with the City and subconsultant(s) will be established and the proposed best method for communication.
- Provide a project schedule with key milestones, hours anticipated by category and by task, including hours for subconsultant(s), for the scope of work.
- Describe your approach to managing and controlling costs to meet budget.
- Describe the project team's approach to a successful project, meeting deadlines, submitting accurate estimates, producing high quality work, and overseeing contract administration.

7. References

- Provide four (4) references from government agencies for whom the proposer is currently or has previously provided services similar to those services defined in this RFP. Include the contact names, phone number, email, and mailing address.
- References must be available to offer adequate information when contacted by the City for a reference check.

- Additional references may be contacted by the City at its discretion to assist with the evaluation of experience, qualifications, and customer satisfaction.
- Include reference information on Exhibit E.

#### **4.6 ADDITIONAL EXHIBITS REQUIRED**

1. Proposal Certifications (Exhibit A)
2. Certification for Corporation or Independent Contractor (Exhibit B)
3. Responsibility Certification (Exhibit C)
4. Insurance Requirements (Exhibit D)
5. References (Exhibit E)

## **SECTION 5 – EVALUATION CRITERIA AND CONTRACT AWARD**

### **5.1 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 shall meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget in an efficient and cost-effective manner.

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 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.

### **5.2 SELECTION REVIEW COMMITTEE**

The Selection Review Committee will be comprised of a minimum of three members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation for an award. The City may seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and proposer interviews, if applicable, and lend any such expertise to the process as requested. 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.

Proposals must provide a concise description of the proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

### **5.3 EVALUATION CRITERIA**

The criteria listed below will be used to evaluate the proposal response to determine the apparent successful proposer. Proposer shall have included subconsultants as necessary to assure that their specific experience and qualifications are represented adequately in the scoring process. Scoring will be completed covering all areas listed below in the Evaluation Criteria, the Scope of Work in Section 3, and the submittal requirements in Section 4.5. All scores for each proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score. Total possible points will be 100.

#### **5.3.1 Introductory Letter, Management Letter, Disclosure Statement**

- Proposer must demonstrate the ability to provide the services and a willingness to enter into a contract with the City.
- Must be capable and available to provide the entire scope of services.
- Proposer must have the financial strength to deliver the requirements in the RFP.

- Proposer has demonstrated transparency and provided a disclosure statement regarding lawsuits or disciplinary actions, including the outcomes for their company and subconsultants, if applicable.

### **5.3.2 Experience of Project Team**

An experienced project team is crucial for successful project results. The coordination and collaboration of the project components and team members should reflect the strengths of the team for the achievement of a successful project and product outcome.

- Indicated 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.
- Provided adequate detail to determine the project team and key personnel's experience and capability to provide the services outlined in the individual scope of work for this project.
- Demonstrated adequate relevant experience, knowledge, and understanding gained from past projects, including City of Albany projects, and how it relates to and adds value to the efficiency, effectiveness and overall quality of the work being proposed.
- Provided performance history to demonstrate previous project success and collaboration for proposer and subconsultant(s).

### **5.3.3 Qualifications of Project Team**

A capable, qualified, and 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.

- Provided current and projected workloads of the project team and available resources with locations of those resources.
- Indicated status of project team members' license or certifications.
- Identified any subconsultant(s) on the project team along with the Consultant and the work to be allocated between Consultant and subconsultant(s), including roles and responsibilities.
- Identified the project manager and other key personnel; included resumes for the key project team members.

### **5.3.4 Approach, Coordination, and Schedule**

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

- A clear and concise understanding of the overall project and its objectives was presented.
- Described general or specific tasks for prudent management and sequencing of the tasks, including work to be completed by subconsultant(s) including milestones and hours per task.



- Provided tasks the proposer believes are important for prudent management and sequencing of the tasks and detailed Schedule.
- Included an explanation of how a collaborative relationship will be established and best method for communication and included needs or specific regulatory requirements and significant issues and concerns.
- Provided a project schedule for the proposed scope work and how to manage the project to control costs to meet budget requirements.

### 5.3.5 References

- Included four references clearly demonstrating similar type of services provided to government agencies and the length of service. References should confirm satisfaction with the level of expertise and the qualifications of the key personnel and project team assigned to provide the required services.

## 5.4 EVALUATION CRITERIA SCORING GRID

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

Introductory Letter	P/F
Disclosure Statement	P/F
Management Letter	P/F
Experience of Project Team	50
Qualifications of Project Team	30
Approach, Coordination, and Schedule	15
References	5
TOTAL POINTS AVAILABLE 100%	100

## 5.5 OPTIONAL INTERVIEWS

The City may choose to hold interviews with a “short list” of the most qualified Proposers, identified as the competitive range, after the proposals are evaluated. The Selection Review Committee may ask additional questions related to the proposal and the scope of work and may require Proposers to provide their approach and vision for a successful project. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule, but may be revised if needed. Interviews would be held at a location in Albany or may be conducted remotely.

Contractors invited to the interview will be responsible for making and paying for their own travel arrangements, if applicable. If held, a possible 20 points may be attributed to interviews. A set of questions may be provided to the selected Proposers prior to the interview date at the City’s discretion.

## **5.6 RANKING OF PROPOSALS**

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

## **5.7 NEGOTIATIONS**

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

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

## **5.8 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 Standard Terms and Conditions 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.

## **5.9 INSURANCE REQUIREMENTS**

The Successful Proposer must be covered by commercial general liability, automobile liability, and professional liability. Proposer must be covered by workers' compensation insurance, which will extend to and include work in Oregon unless Proposer is exempt from workers' compensation. Contractor shall indicate exemptions within the Introductory Letter. Excess liability or an umbrella insurance policy may be provided.

Proposer must provide evidence of insurance at the time of the proposal response and MUST certify they can meet City insurance requirements as defined in the RFP if awarded a contract. The Proposer must provide a current Certificate of Insurance reflecting the insurance requirements have been met within seven (7) days of the Notice of Award. If Proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer

## EXHIBIT A – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or 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 they do not have a personal or organizational conflict of interest. Proposer certifies they have not participated in drafting the scope of work or writing specifications required for the project.

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 all related contract documents.

**Public Record** Proposer agrees that proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.

**Disadvantaged Business Enterprises (DBE)** (check applicable box):  Yes  No **Type of DBE** \_\_\_\_\_

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

**Addenda Acknowledgement** – No.(s) \_\_\_\_ Dated \_\_\_\_ No.(s) \_\_\_\_ Dated \_\_\_\_ No.(s) \_\_\_\_ Dated \_\_\_\_

### **Signature Block**

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

Contractor Name/Title	Telephone Number
Mailing Address, City, State, Zip	Tax Identification No.
Fax Number	Email Address
Contractor Signature	Date

**EXHIBIT B – CERTIFICATION 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.
5. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

**C. Independent Contractor**

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

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

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

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT C - RESPONSIBILITY CERTIFICATION

Failure of the proposer to complete and sign this form may result in the rejection of the submitted offer. The proposer will notify Procurement in the Finance Department within 30 days of any change in the information provided on this form. Proposer must check all applicable boxes to reflect compliance.

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

- 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;
- 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;
- Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- 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;
- 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
- 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.

***The Proposer certifies to the best of its knowledge that:***

- Contractor can perform the work as indicated in the RFP for the Contract Term.
- Contractor has experience with similar projects and had a satisfactory record of performance.
- Contractor has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or can obtain the resources and expertise necessary to meet all contractual responsibilities.
- Contractor has not been debarred or suspended by any federal, state, or local agency; Contractor is not listed on the State's Ineligible Contractors list.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

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

Name/Title \_\_\_\_\_

Company Name: \_\_\_\_\_

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

## EXHIBIT D – INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below. Evidence of Insurance shall be provided with Proposal Response. Coverages underlined AND marked with an "X" as "Required" are mandatory.

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

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

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

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

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$2,000,000 per occurrence and \$3,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$10,000,000 per occurrence and \$10,000,000 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.** Use of Personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

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

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

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

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

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

**Garage Keepers' Legal Liability** - Coverage for vehicles, including equipment and contents left in vehicles during unhooking, storage, repairs, maintenance, or safekeeping. **Coverage must include a \$500,000 combined single limit per location.**

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

**Garage Liability** - Coverage for vehicles driven during storage or safekeeping. **The combined single limit per occurrence shall not be less than \$2,000,000.**

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

**Excess Liability or Umbrella Insurance** - A combination of liability and Excess liability or an Umbrella insurance policy may be used to meet the required limits of insurance required by City. Contractor must indicate such on the certificate of insurance or within the endorsements.

**Sexual Abuse and Molestation** - If coverage is excluded under the Commercial General Liability policy, evidence of separate Sexual Abuse and Molestation coverage is required. **Coverage must be not less than \$1,000,000 per claim, incident or occurrence and \$2,000,000 in the aggregate.**

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

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

**Deductible or Self-Insured Retention (SIR)** - Contractor must provide Bondability letter with Proposal Response should SIR apply to insurance coverage(s), and any deductible or SIR must be declared to and approved by the City before contract award. Contractor is required to procure a Letter of Credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses, or reduce or eliminate such deductible or SIR as respects to City, its officers, employees and agents.

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

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

**Certificate Holder - Shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.**

**Insurance Renewals** - Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@cityofalbany.net](mailto:insurance@cityofalbany.net).

***The Consultant certifies that he/she will comply with the City's insurance requirements.***

**Signature Block:**

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company Name: \_\_\_\_\_



## EXHIBIT E - REFERENCES

Proposer Name: \_\_\_\_\_

Provide complete references with telephone numbers and email below. 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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email (needed for reference checks)

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

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

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

### REFERENCE 2

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email (needed for reference checks)

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

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

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

**REFERENCE 3**

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email (needed for reference checks)

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

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

\_\_\_\_\_

Project Description:

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

**REFERENCE 4**

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email (needed for reference checks)

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

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

\_\_\_\_\_

Project Description:

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

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

**ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, a professional consulting firm, hereinafter referred to as (“CONSULTANT”), agrees to provide engineering design services for a new wastewater lift station in North Albany, to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The term of this Agreement shall begin March 2024, and continue for three years, ending March 2027.

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; negotiated statement of work, including cost proposal; addenda and clarifications, request for proposals, including all attachments, exhibits, and appendices, (if applicable); and Consultant’s proposal.

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

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

**ARTICLE II: MODIFICATIONS**

Neither CITY nor CONSULTANT shall make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

**ARTICLE III: RESPONSIBILITIES OF CONSULTANT**

A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City.

Authorization to proceed with additional services not defined in Article I shall be in the form of an amendment as defined in Article II.

- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same or similar services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. CONSULTANT will at all times during the term of this Agreement, be duly licensed to perform the work, and if there is no licensing requirement for the profession or work, be duly qualified and competent. CONSULTANT will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.
- C. Key Personnel. \_\_\_\_\_ will serve as the lead consultant under the terms of this Agreement. CONSULTANT acknowledges and agrees that City selected Consultant for award of the contract because of the special qualifications of Consultant's key personnel. CONSULTANT shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide City with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the City's prior written consent.
- D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. Documents/Work Products Produced. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of CITY, with an unlimited, royalty free license for CITY use, and shall be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Record Drawings Preparation. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to CITY.
- G. Access to Records, Retention and Review. CONSULTANT must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of the CONSULTANT to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONSULTANT. The CONSULTANT will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONSULTANT will be responsible for any audit exceptions or disallowed costs incurred by the CONSULTANT or any of its subconsultants.
- H. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of CITY.

CITY will exercise discretion in any re-use of said documents and agrees to hold harmless CONSULTANT for any application of documents for any purpose other than the originally intended use.

- I. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question.
- J. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONSULTANT must ensure that each of its subconsultants complies with these requirements.
- K. Oregon Consumer Information Protection Act. CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- L. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of CITY's obligation to make payment. If CONSULTANT fails to complete and return the W-9 to CITY, payment to CONSULTANT may be delayed, or CITY may, in its discretion, terminate the contract.
- M. ACH Direct Payment Authorization. City prefers to pay CONSULTANT invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANT must complete CITY's ACH Vendor Direct Payment Authorization Form available on City website at [https://www.cityofalbany.net/images/stories/finance/eft\\_form.pdf](https://www.cityofalbany.net/images/stories/finance/eft_form.pdf). Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- N. Pay Equity Compliance. As required by ORS 279C.520 CONSULTANT shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONSULTANT's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles City to terminate this Agreement for cause.

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

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

#### **ARTICLE IV: RESPONSIBILITIES OF CITY**

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

unreasonably delay the services of CONSULTANT.

## **ARTICLE V: COMPENSATION**

CITY agrees to pay for services procured in Article I in accordance with the compensation provisions in the attached negotiated statement of work and cost proposal.

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

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

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

## **ARTICLE VI: INDEMNIFICATION**

CONSULTANT agrees to indemnify, defend, and hold harmless 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 CONSULTANT, its subconsultants, officers, employees, volunteers, or agents.

## **ARTICLE VII: INSURANCE**

Before the Agreement is executed and work begins, CONSULTANT must furnish 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 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. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

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

Coverage must be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.

2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability: Insurance on an occurrence or claims made basis with 24-month tail coverage.

**B. Minimum Limits of Insurance**

CONSULTANT must maintain limits no less than:

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

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis". A combination of primary and Excess Liability or an Umbrella insurance policy may be used to meet the required limits of insurance.

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 Occurrence/Claim  
 \$2,000,000 Annual Aggregate

**C. Insurance Requirements for Subcontractors and Volunteers**

Should CONSULTANT subcontract any part of the Contract, CONSULTANT will require those subconsultants or affiliates, if not covered under CONSULTANT's insurance, to obtain and keep in force for the duration of the contract, insurance equal to the minimum values indicated above. Should CONTRACTOR use volunteers for any part of the Contract, CONTRACTOR should include volunteer under Contractor's insurance policy and shall require volunteers or volunteer's legal guardian, when applicable, to sign a waiver of liability.

**D. Deductibles and Self-Insured Retentions (SIR)**

Any deductible or self-insured retention must be declared to and approved by CITY before contract award. CITY will require CONTRACTOR to reduce or eliminate such deductible or self-insured retention (SIR) as respects City, its officers, employees and agents; or procure a Letter of Credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E. Other Insurance Provisions**

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

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Albany and its officers,



agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT's or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

#### **F. Excess Liability or Umbrella Insurance Policy**

A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance. Indication of use must be provided either on the certificate of insurance or within the endorsements.

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

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

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

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

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

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

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

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

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

## **ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION**

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

## **ARTICLE XIII: NOTICES**

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

Notices must be addressed as follows:

City of Albany:

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

With copy to:

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

**ARTICLE XIV: FORCE MAJEURE**

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

**ARTICLE XV: DISPUTE COSTS**

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

**ARTICLE XVI: CONFLICT AND SEVERABILITY**

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

**ARTICLE XVII: CONSTRUCTION**

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

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

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

**ARTICLE XIX: COURT OF JURISDICTION**

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

**ARTICLE XX: EFFECTIVE DATE**

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

**ARTICLE XXI: ELECTRONIC SIGNATURES**

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

**WWTP-24-01-CC, NORTH ALBANY LIFT STATION IMPROVEMENTS AGREEMENT**

**CONSULTANT:**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Unique Entity Identifier (UEI) (if applicable)

\_\_\_\_\_  
Type of Disadvantaged Business Enterprise  
(DBE) or COBID (if applicable)

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

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

**CITY OF ALBANY, OREGON:**

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

By: \_\_\_\_\_  
Chris Bailey, Public Works  
Director

APPROVED AS TO FORM:

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

## **ATTACHMENT B – DEFINITIONS**

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

CIP: Capital Improvement Program.

CITY, OWNER: the City of Albany, Oregon.

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

COBID: Certification Office for Business Inclusion and Diversity.

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

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

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

DBE - Disadvantaged Business Enterprise: Disadvantaged Business Enterprises include small businesses that are at least 51% owned by Minorities: Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Subcontinent Asian Americans; Women; and Other individuals on a case-by-case basis.

DEI - Diversity, Equity, and Inclusion: Diversity is the presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, disability, age, religious commitment, or political perspective.

DELIVERABLE: 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM: includes firms that are certified as a

DBE from the Certification Office for Business Inclusion and Diversity, or COBID.

FOIA: Freedom of Information Act.

MWESB: Minority-owned, Women-owned, or Emerging Small Business.

NAD 83-89: North American Datum 83-89.

NGVD 1929: National Geodetic Vertical Datum of 1929.

OAR: Oregon Administrative Rules.

OHA: Oregon Health Authority.

ORS: Oregon Revised Statutes.

OSHA: Occupational Safety and Health Administration.

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

QBS: Qualification-based Selection.

RESPONSIBLE PROPOSER: a person who has submitted an Offer and meets the standards set forth in OAR and has not been debarred or disqualified by the Contracting Agency. When used alone, Responsible means meeting the aforementioned standards.

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

SCADA: Supervisory Control and Data Acquisition.

SDS: Safety Data Sheets and includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical.

SPECIFICATIONS: 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: a period of time, unless stated as a number of City business days, will include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any

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

**STATEMENT OF WORK or SOW:** 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:** 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.

**UEI:** Unique Entity Identifier; Required of contractors awarded federally funded contracts.

**WORK:** 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.