



COA-RFP #220208

# REQUEST FOR PROPOSALS FOR Recreation Management Software

**Issue Date:** Monday, March 7, 2022

**Due Date:** Tuesday, April 12, 2022, 2:00 p.m. (Pacific Time)

**Department Director** ..... **Kim Lyddane**  
**Project Manager** ..... **Luke Cotton**  
**Purchasing Coordinator** ..... **Diane M. Murzynski, CPPO, CPPB**

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

CITY OF ALBANY

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## PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the proposer to email the proposal by the indicated deadline to the designated location. NO proposals will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.). The City is not responsible for late or mishandled delivery. Proposals received after the designated closing time will be determined nonresponsive and will not be accepted. If the proposer obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the proposer to check for any 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 [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net), or 541-917-7522. Proposers should submit responses within a reasonable amount of time before the proposal opening date and time to ensure email delivery is not late.

The following should be received in the Proposal to be considered responsive:

- ☐ Introductory Letter
- ☐ Management Letter
- ☐ Disclosure Statement
- ☐ Project Understanding and Approach
- ☐ Project Team Experience, Qualifications, and Timeline
- ☐ Implementation, Training, and Support
- ☐ Cost Proposal (*Exhibit A*)
- ☐ Proposal Certification (*Exhibit B*)
- ☐ Certification Statement for Corporation or Independent Contractor (*Exhibit C*)
- ☐ Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit D*)
- ☐ Certification of Insurance Requirements (*Exhibit E*)
- ☐ References (*Exhibit F*)
- ☐ Requirements (*Exhibit G - separate Excel spreadsheet*)

**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)**  
**Recreation Management Software**

Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, April 12, 2022

Notice is hereby given that the City of Albany (City), Oregon, is requesting proposals for recreation management software, training, and ongoing support and maintenance. The City desires to enter into an agreement with a qualified contractor to provide the following software scope of services:

- Web-based recreation management system with secure online registration and payment
- Web-based resource availability, calendaring, reservations, and scheduling utilizing complex fee schedules and event schedules
- User-friendly, responsive, and customizable public interface and intuitive, easy-to-use staff interface
- Application, technical, and administration training
- Ongoing, 24x7 support and maintenance

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

Proposal responses must be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than 2:00 p.m., (Pacific Time), Tuesday, April 12, 2022. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line shall include the project name "Recreation Management Software".

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 7TH DAY OF MARCH 2022.

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

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, March 7, 2022  
Daily Journal of Commerce, on Monday, March 7, 2022

## **SECTION 1 – INTRODUCTION**

### **1.1 CITY BACKGROUND INFORMATION**

The City of Albany is a municipal governmental entity providing a full range of services, including police and fire police protection; land use planning; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 57,199, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5 and across the Willamette into the farms and wooded hillsides of North Albany.

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

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

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

### **1.2 CURRENT SOFTWARE ENVIRONMENT**

The City's current recreation management software system is CivicRec. This system was purchased and implemented by the City in 2016. The contract with CivicRec will be expiring and the City is evaluating recreation software systems. Key drivers for system replacement include platform modernization, future product support and improvement, improved integration with third party solutions, improved access to information for reports and queries, more intuitive user interface and navigation, and overall improvement in data integrity and integration between modules and functions.

Below is a list of the components of the current system. See Requirements - Exhibit G for additional details regarding third-party interfaces. The Contractor shall fully implement all third-party interfaces before the solution go-live date.

Excel spreadsheets, Access databases, and other work processes are being used to manage information external to the CivicRec system. The vision of the City is to eliminate or minimize

the need for the external processes within each department and rely on an integrated solution to improve efficiencies and lower operating costs. Process improvement is expected to coincide with software implementation activities and the adoption of best practices wherever possible.

### **1.3 PROCUREMENT METHOD**

The City will use a procurement and selection method based on formal, competitive request for proposals in accordance with ORS 279B.060. No grant funds are being used for this procurement.

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net) by Tuesday, April 12, 2022, no later than 2:00 p.m. (Pacific Time).

#### Submittal Address & Questions

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

#### Scope of Work

Luke Cotton, IT Project Manager  
[luke.cotton@cityofalbany.net](mailto:luke.cotton@cityofalbany.net)

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

### 2.2 RFP SCHEDULE

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

RFP Advertised	March 7, 2022
Date to Submit Changes or Solicitation Protests	March 17, 2022, 12:00 p.m.
Last Day for Addenda Issued	April 7, 2022, 12:00 p.m.
Proposal Due Date	April 12, 2022, 2:00 p.m.
Evaluate Proposals	April 18-21, 2022
Presentations, Demonstrations, Interviews	April 22-29, 2022
Notice of Intent to Award	May 2, 2022
Protest Period ends (seven calendar days)	May 9, 2022, 12:00 p.m.
Contract Award and Execution	May 11, 2022

### 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 leading to obtaining best offers or best and final offers.
3. Each proposer must ascertain, prior to submitting a proposal response, that the proposer has received all addenda issued, and receipt of each must be acknowledged on the Proposal Certification form.

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

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

## **2.5 CANCELLATION**

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

## **2.6 LATE PROPOSALS, 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 Documents must make a written request for same to Diane Murzynski, CPPO, Purchasing Coordinator, at [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 Diane Murzynski, Purchasing Coordinator, at [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, Purchasing Coordinator, 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 required by ORS 279B.405(4), a prospective proposer's written protest must include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. No such protests or requests will be considered if received after the deadline 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.
7. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

## **2.14 REJECTION OF PROPOSALS**

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

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

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

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

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

## **2.16 PROPOSAL OWNERSHIP**

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

Notice of Intent to Award has been released.

## **2.17 DURATION OF PROPOSAL**

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

## **2.18 AFFIRMATIVE ACTION**

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

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

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

## **2.20 PAY EQUITY COMPLIANCE**

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

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

If the contract is valued at \$500,000 or more and the proposer has 50 or more employees, then the proposer is required to complete Pay Equity Training through the State of Oregon's 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 IDENTICAL PROPOSALS**

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

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

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

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

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

## **2.25 PROTEST OF AWARD**

A proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The proposer must be adversely affected because the proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids/proposals, or higher-ranked bids/proposals are nonresponsive; (3) The City has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document and the specific criteria and process being protested must be included; (4) The City has abused its discretion in rejecting the protestor's bid/proposal as nonresponsive; (5) The City's evaluation of the proposals or the subsequent

determination of award is otherwise in violation of ORS 279A or 279B.

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

## **2.26 OBLIGATION TO AWARD**

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

## **2.27 AGREEMENT**

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

## **2.28 NOTICE TO PROCEED**

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

## **2.29 RECIPROCAL PREFERENCE LAW**

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible proposer, 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 and the amount of such preference. For details, check Oregon's Reciprocal Preference Law at <https://www.naspo.org/reciprocity1>. Proposers in need of assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Phone: 503-378-4642.

## **2.30 PROJECT MANAGER AND CITY REPRESENTATIVE**

The City's Project Manager 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 person shall also have authority to reject all work that does not conform to the contract documents. The project manager for the purpose of implementing the software and administering the contract will be Luke Cotton, IT Project Manager, [luke.cotton@cityofalbany.net](mailto:luke.cotton@cityofalbany.net).

Upon project implementation and acceptance, the payment reconciliation contact will be Debbie Little, Administrative Services Coordinator, [debbie.little@cityofalbany.net](mailto:debbie.little@cityofalbany.net). The City's representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract are being properly fulfilled. The inspection of the work completed shall not relieve the contractor of his/her/their obligation to perform acceptable work in conformance with these contract documents.

### **2.31 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)

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.

### **2.32 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

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

Proposer must accept or decline participation in the Intergovernmental Cooperative Agreement by acknowledgement on the Proposal Certification form.

## **SECTION 3 – SCOPE OF WORK**

### **3.1 PROJECT GOALS**

The City of Albany is seeking a professional services agreement with a qualified Contractor to provide the following scope of services:

- Web-based recreation management system with secure online registration and payment.
- Web-based resource availability, calendaring, reservations, and scheduling utilizing complex fee schedules and event schedules.
- User-friendly, responsive, and customizable public interface and intuitive, easy-to-use staff interface.
- Application, technical, and administration training; and
- Ongoing, 24x7 support and maintenance.

Proposer shall be the licensor of the proposed System software and provide maintenance and support services required by this RFP directly. Proposer must provide other components or equipment and supporting products and services either directly or through subcontractors.

### **3.2 BACKGROUND INFORMATION**

The following information will be pertinent to your ability to complete the Cost Proposal.

- Classes and activities are setup and managed on a quarterly basis.
- Over the course of a year there are over 400 courses and events offered.
- The annual number of participants varies between 6,000 and 8,000.
- Several different customer types and customer groups are utilized.
- Approximately 200 annual rentals.
- Schedules are complex and utilize irregular scheduling and fee patterns.
- Online payment transactions 2,900 totaling about \$140,000 per year.
- The City utilizes Tyler MUNIS ERP and Tyler Cashiering.
- 15 concurrent staff users.
- 51 active staff accounts (includes lifeguards, office staff, and cashiers).
- Only Vendor-hosted (SaaS) solutions will be considered.
- POS terminals are currently in use for payments at the counter.
- 20,000 annual transactions are processed (cash, check, card).
- 30 bookable spaces are in use.
- Migration of existing data to new solution is not required but would be desired for membership account data.
- The department issues permits for sound, vehicles, vendor alcohol, and road use.
- The public will be allowed to view resource availability online; resource registration and payment require staff assistance.
- Approximately \$620,000 in annual revenue for recreation management.



### **3.3 CONTRACT TERM**

The initial contract term shall be for five years, with an option to extend five additional, one-year terms. If the City elects to renew the contract, a written notice shall be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so.

Contract extensions will be on the same terms as the original agreement, subject to renegotiation of compensation and product upgrades as provided in this RFP. Fees can be adjusted once every twelve (12) months after the initial term.

### **3.4 ECONOMIC PRICE ADJUSTMENTS**

The resulting contract will be a fixed price contract with an economic price adjustment. In no event shall compensation increases exceed the rate increase in the US Bureau of Labor Statistics, <https://www.bls.gov/cpi/latest-numbers.htm>, CPI-W, US City Average, All Items, three months prior to contract expiration date, or three percent (3%), whichever is lower.

### **3.5 CONTRACTOR'S EMPLOYEES**

The contractor will utilize employees who can perform the work described in the RFP scope of services and must wear or provide identification so individual is readily identifiable as an employee of the Contractor. Contractor's employees shall not represent to anyone they are an employee of the City of Albany. Contractor must comply with all City required Oregon Health Authority (OHA) guidelines and OSHA COVID-19 restrictions while providing any onsite services.

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

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

### **3.7 KEY PERSONNEL**

The Contractor shall acknowledge and agree that if selected, they are entering into this contract because of the special qualifications of the Contractor's key personnel and will 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 Project Manager and City Representative. Contractor will provide City with key personnel who have experience with the contractor's company, software, and services.

### **3.8 SOLUTION REQUIREMENTS**

The objective of the project is to implement a solution to replace the current system. Exhibit G provides a list of solution requirements.

### **3.9 CHANGE ORDERS AND ADDITIONAL WORK**

The City may request the Contractor to provide additional work and perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall

be agreed upon in advance, contracted for, provided, and billed separately to the City on a pre-arranged basis.

### **3.10 PROJECT TIMELINE**

The City prefers a two-phase implementation timeline beginning September 2022 through February 2023 to implement all modules and achieve a successful implementation of the system. The City is open to an alternative timeline and approach. Contractor should include a recommendation with proposal submittal if an alternative option to the City's timeframe is recommended.

### **3.11 WORK PERFORMED BY CITY AND SUBCONTRACTORS**

The Contractor will coordinate with the City to implement the proposed Project Timeline. Any specific duties the City should perform for the project shall be identified by the Contractor. Work to be subcontracted shall be communicated and agreed to by the City in advance.

Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. The City will do its utmost to provide a timely response regarding issues and questions that may arise. The City will reserve the right to initiate conferences with the contractor to review the work in progress at any time.

### **3.12 PROJECT MANAGEMENT**

The Proposer will:

1. Provide diligent and consistent oversight and direction of the activities of the Contractor's Project Team to ensure Project proceeds in a timely and efficient manner in accordance with the Project Schedule. Proposer response time for email communications with the City IT Project Manager shall be 24 hours or less, Monday-Friday, for the duration of the Project.
2. Initiate contract execution via email with the City IT Project Manager within five (5) business days of Contract Award and execute contract within 20 business days of Contract Award.
3. Provide a detailed Project Schedule, in electronic format, within 10 days of contract signing. Provide an updated Project Schedule, in electronic format, during the weekly status meeting reflecting any Project Schedule change.
4. Provide a detailed statement of work within 10 business days of Contract signing.
5. Manage all Project-related contracts including ensuring regulatory compliance and recommending payment. Provide any required coordination with other agencies.
6. Provide regular (minimum weekly) status reports to the City IT Project Manager to verify Project progress, discuss Critical and Major issue resolution, discuss any Project schedule or budget changes, and discuss any other issues that may affect successful on-time and on-budget Project implementation. These updates will be provided weekly to the City IT Project Manager in electronic format (email).
7. Conduct regular status meetings (minimum weekly) with the City's Project Team to verify that the Project is meeting the established schedule and budget.
8. Notify the City within three (3) business days of a change in vendor Project Manager availability or assignment, and the communication will include contact details for the new Project Manager.
9. The City utilizes an internal issue tracking system for issues encountered during project

implementation. The Contractor will utilize this system to communicate with internal users regarding all issues and monitor, update, track, and resolve all issues that arise during implementation.

### 3.13 ISSUE MANAGEMENT

The Contractor will provide issue management support throughout the implementation period (project timeline) and the duration of the contract for all applications and services contained in the contract documents. The City will communicate issues encountered during the project to the Contractor's Project Manager via the City's internal issue tracking system. Issues will be assigned a severity level based upon the following criteria:

Severity Level	Description
1 - Critical	<ul style="list-style-type: none"><li>• Mission-critical process is not functioning</li><li>• No workaround</li><li>• Majority of users are affected</li></ul>
2 - Major	<ul style="list-style-type: none"><li>• Significant impact to mission-critical business process</li><li>• Temporary workaround available</li><li>• Majority of users are affected</li></ul>
3 - Minor	<ul style="list-style-type: none"><li>• Negative impact to non-critical business process</li><li>• Unable to utilize system to full capability</li></ul>
4 - Trivial	<ul style="list-style-type: none"><li>• Minor inconvenience causing workflow disruption</li><li>• Cosmetic change</li></ul>

### 3.14 TRAINING STANDARDS

#### TRAINING REQUIREMENTS

Training on all system functions must be provided by the Contractor prior to acceptance of the system. Training must include sufficient information and experience to familiarize technical staff, administrators, and trainers with all system functions, features, and operations for their specific assignments. The City intends to use a train the trainer method of training.

#### TRAINING MATERIALS

Training materials for technical staff, administrators and trainers must be approved by the City's IT Project Manager prior to delivery of any training. Training materials will become the property of the City. Authorization shall be granted to reproduce these and any subsequent training materials that are provided. Training documentation included in this project should be provided on a USB Flash drive or delivered via email.

#### TRAINING SCHEDULE

Upon signing of the contract for this project, the City's IT project manager will work with Contractor to schedule training for technical staff, administrators, and trainers. The training schedule must be approved by the City.

## TRAINING STANDARDS

The following information must be provided to the City before training will be scheduled.

- Method of delivery (Onsite (preferred) or Virtual)
- Agenda
- Duration
- Intended audience (e.g., technical, end-user)
- Number of participants permitted
- Materials required for the course (e.g., documentation, user guides)
- Technical preparations required for the course (e.g., workstations, installed applications, conference phone)

### **3.15 SYSTEM ACCEPTANCE AND TESTING**

#### SYSTEM BUILD

The Contractor will procure, receive, build out, and stage the entire system as outlined in the final, negotiated contract. Any equipment purchased in this RFP shall be delivered to its proper location and installed and integrated by the Contractor without additional cost or expense and at the convenience and direction of the City's designated Project Manager. The City shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed and operating in accordance with the specifications contained in the agreed upon acceptance plan, if applicable.

#### SYSTEM ACCEPTANCE PLAN AND TESTING

The City will create a written acceptance plan after award of the contract based on the equipment selected and integrations required. The City will not accept or certify the equipment and interfaces until all items on the acceptance plan are met to the satisfaction of the City. The Contractor will certify in writing to the City when the system is installed and ready for testing. Degrees of system failure and operability for acceptance testing purposes are determined solely by the City.

#### FAILURE LEVELS

The following failure priority levels are defined for use during the Systems and Testing process.

- Major failures are major system failures that render the system completely unusable or significantly reduce system operability and are deemed operationally unacceptable by the City.
- Minor failures are minor system failures or open punch list items that minimally reduce system operability or have little or no effect on system operability and usability and are deemed to be operationally acceptable only during the acceptance testing phase by the City.

### FINAL ACCEPTANCE TESTING

Final acceptance testing is expected to commence immediately upon system cut over and proceed for fourteen (14) consecutive major failure free days. If a Major failure occurs during the final acceptance testing period, the final acceptance testing period will be stopped, and the failure or failures expediently fixed to the City's satisfaction.

During this period of interruption, the system must continue to operate with the greatest degree of reliability possible given the respective failure(s). The final acceptance testing period of fourteen (14) consecutive failure free days will restart the day after repairs are affected, at the City's sole discretion. All punch list items, and minor and major issues, will be resolved to the City's satisfaction prior to final acceptance of the system. The anticipated Go Live date shall be Winter 2023.

### SYSTEM FAILURES DUE TO EXTERNAL CAUSES

In measuring acceptance, system failures resulting from external causes, including but not limited to acts of God, fire, or the City supplied hardware, will be excluded from the acceptance testing.

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

### **4.1 SUBMITTAL PROCESS**

Proposals must be submitted electronically to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by Tuesday, April 12, 2022, no later than 2:00 p.m. (Pacific Time). The email subject line should include the project name "Recreation Management Software."

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

Each proposal must include, at a minimum, the items listed in Section 3, Scope of Work. The proposal must contain the mandatory submittal requirements listed below in Section 4.6. Incomplete proposals may be considered nonresponsive. A completeness check will be conducted for each proposal.

### **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 Cost Proposal should be included and submitted as a separate PDF. The proposal should be prepared succinctly, providing a straightforward, concise description of the proposer's ability to meet all requirements of the RFP. There should be no unnecessary attachments or exhibits. The 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 itself and the proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the proposal setting forth the business and service delivery agreements between the parties.

### **4.5 PROPOSAL REQUIREMENTS**

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the proposer to mislead the City may disqualify the proposer. Each proposer must provide: 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.

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

Proposers must describe their qualifications and commitment to providing the scope of services defined in Section 3 and include the following submittal requirements.

### **1. Introductory Letter**

- Summarize the key points of the proposal and provide an expression of interest in the project.
- Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Terms and Conditions Agreement, Attachment A.
- Include a statement that the proposer agrees to perform all work outlined in the City's RFP and within the time periods established by the City.
- Name of person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the proposer and include email 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 such exemption.
- Provide evidence of insurance by submitting a certificate of insurance meeting the City insurance requirements.
- Provide a current Service Level Agreement (SLA) required by Contractor of clients to execute.
- Identify the proposed hosting solution location(s).

### **2. Management Letter**

- Include full legal name, including any and all company names previously used.
- Year business started.
- State and location of company headquarters.
- Brief company history, including year proposed software was first sold and made available for use by a customer.
- Brief description of the company's place in its market space, including identification of key competitors and reasons why the company should be considered over its competitors, as well as its future growth plans.
- Current number of employees, including a count of employees providing customer support for the products proposed, and a count of employees developing and enhancing the software products being proposed.
- Total number of customer sites currently using the SaaS solution being proposed in this RFP.
- Approximate annual revenue received last year from annual license and support fees.

- Approximate number of new clients acquired last calendar year and the approximate revenue received from these new sales.
- Statement regarding Proposer operation of or ability to subcontract the operation of a PCI Level 2 compliant infrastructure within the proposed data center which also meets the ISO Vendor Hosting Requirements identified in Section 3, Scope of Work.
- A statement that proposer has the authority to grant the software license, and to provide software maintenance and support directly as required by the SaaS solution.

### **3. Disclosure Statement**

- Provide a statement disclosing whether the Proposer or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing products and/or 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.
- A statement regarding any litigation proposer's company has been involved in where an adverse decision may have resulted in a material change to Proposer's financial position of future viability.

### **4. Project Approach and Understanding and Timeline**

- Provide a statement to describe proposer's understanding of the work to be performed to meet the service levels required for this Project and describe how it will be achieved.
- List and describe the significant issues and concerns that need to be addressed.

### **5. Project Team Experience and Qualifications**

- Describe Proposer's qualifications and experience providing the scope of work and duties listed in Section 3.
- Provide Project Manager and Project Team's resumes.
- Identify services that will be outsourced, if any.
- Include experience with Oregon municipalities, preferred.

### **6. Implementation**

Demonstrate how Proposer will meet City implementation requirements.

- Project Plan and timeline.
- Include City resource requirements, availability, and time commitment and Contractor's resource requirements, availability, and time commitment.
- Proposer's data conversion approach.
- Project management methodology.
- Testing.

### **7. Training**

- Explain methodology and resources provided for technical and user training.



## **8. Support**

Demonstrate how Proposer will meet City support requirements.

- System administration, performance monitoring, version releases and updates.
- Disaster planning and recovery for on premises and hosted options.
- End user support, number of staff offering user support, hours of services, average and guaranteed response time, ticketing system used, escalation process, user forums, etc.
- Call turnaround time.
- Email turnaround time.
- Software upgrades, timing support documentation.
- Documentation, description and examples of user, admin, and tech system references and help materials e.g., procedures, definition configuration.

## **9. References**

- Provide four (4) references from customers, including government agencies and preferably Oregon municipalities, for whom the Proposer is currently or has previously provided similar services, within the past five years. Include the contact names, phone number, email, and mailing address.
- List references on Exhibit F.
- References must be available and offer adequate information when contacted by the City for a reference check. Additional references may be contacted by the City at its discretion.
- Include Software solution used, modules being used, number of users per customer, volume of records, and volume of system users of each reference.

## **10. Cost Proposal**

- Submit a complete Cost Proposal using Exhibit A and include additional pages if needed to include all costs, including equipment or other fees and charges.

### **4.7 ATTACHMENTS REQUIRED**

- Cost Proposal (Exhibit A)
- Proposal Certification (Exhibit B)
- Certification Statement for Corporation or Independent Contractor (Exhibit C)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D)
- Certification of Insurance Requirements (Exhibit E)
- References (Exhibit F)
- Requirements (Exhibit G) as a separate Excel spreadsheet

## **SECTION 5 – EVALUATION CRITERIA**

### **5.1 SELECTION PROCESS**

The process to select a Contractor 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 intends to contract for the “best value” product and service that offers the desired level of quality at a reasonable price.

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 at a cost representing the best value to the City.

### **5.2 SELECTION REVIEW TEAM**

The Selection Review Team 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 of 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. The City is seeking value from the service requested. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

### **5.3 EVALUATION CRITERIA**

The criteria listed below will be used to evaluate the proposal response to determine the apparent successful proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria, the requirements listed in the Scope of Work, Section 3, and the submittal requirements in Section 4.6 and 4.7. 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.

#### **PHASE 1 EVALUATION FACTORS**

##### **5.3.1 INTRODUCTORY LETTER**

- Included an expression of interest and the ability to provide the scope of services.
- Indicated a willingness to enter into a contract with the City based on the terms and conditions in the sample Agreement and indicated the person(s) authorized to negotiate and legally bind the contractor. Indicated exceptions

to the Agreement, if any.

- Provided a copy of the certification of insurance as evidence of proposer's insurance coverage meeting City insurance requirements.
- Service level agreement commitment is received and reasonable.
- Identified the hosting solution location(s).

#### **5.3.2 MANAGEMENT LETTER**

- Firm is well established in the industry and provided company, employee, and client information.
- Firm has a minimum of 10 years in business.
- Has the authority to grant software licenses and to provide software maintenance and support.

#### **5.3.3 DISCLOSURE STATEMENT**

- Submitted a disclosure statement, including summary of any lawsuits or disciplinary actions and the outcome of the proceedings, if applicable.

#### **5.3.4 PROJECT APPROACH AND UNDERSTANDING AND TIMELINE**

- Described significant issues and concerns that need to be addressed.
- Provided a clear understanding of the work to be performed upon their understanding of the City's needs and the comprehensiveness of their response.
- Included a viable project approach and timeline.

#### **5.3.5 COST**

- Cost provided is reasonable and detailed, reflecting all costs over the five-year period

### **PHASE 2 EVALUATION FACTORS**

The Selection Review Team will evaluate proposals that passed Phase 1 and award points according to the criteria below.

#### **5.3.6 IMPLEMENTATION, TRAINING, AND SUPPORT**

- Described implementation, training, and support services that will provide the City with the best commitment of resource requirements and approach to training and support.

#### **5.3.7 REQUIREMENTS – EXHIBIT G**

- Complete response to Requirements.
- Can meet or exceed proposed mandatory Requirements.
- Can meet all or a portion of the desirable Requirements and included comments.
- Identified Requirements under development and provided date of proposed completion.

### 5.3.8 REFERENCES, PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

- Team experience and qualifications reflect project manager, project team and key personnel. Team has a minimum of five years' experience providing the same or similar services and are qualified to provide the services defined in the RFP.
- Indicated key personnel proposed to work on the City contract and their role.
- Submitted references of similar software implementation projects on Exhibit F.
- Clients/customers are satisfied with proposer's quality of service, customer service, and level of performance.
- Provided total number of customer sites currently using the SaaS solution being proposed in this RFP.
- References should include version, release and modules being used, number of users per customer, volume of records and volume of system users.

### 5.3.9 COST SUMMARY – EXHIBIT A

- Included a detailed list of all related costs, training, and equipment, if applicable, on Exhibit A.

## **PHASE 3 EVALUATION FACTORS**

### 5.3.10 EASE OF USE

- City department representatives will score product for ease of use.

### 5.3.11 PRESENTATIONS, DEMONSTRATIONS, INTERVIEWS

- Scored based on Proposer's Team demonstration to City representatives.
- City will provide script that must be followed, and all areas addressed.

## **5.4 EVALUATION CRITERIA SCORE GRID**

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

<b>Phase 1 Evaluation</b>	
Introductory Letter	P/F
Management Letter	P/F
Disclosure Statement	P/F
Project Approach and Understanding and Timeline	P/F
<b>Phase 2 Evaluation</b>	
Cost Proposal	25

Requirements – Exhibit G	25
Implementation, Training, and Support	5
References and Project Team Experience and Qualifications	5
<b>Phase 3 Evaluation</b>	
Ease of Use	20
Presentations, Demonstrations, Interviews	20
Total Points Available	100

### 5.5 PRESENTATIONS, DEMONSTRATIONS (DEMO), AND INTERVIEWS – PHASE 3

The functional and technical product demonstration and presentation of the Proposer’s approach will be presented according to a pre-defined script issued by the City of Albany. All Contractors must follow this script during their Demo process and will include the ability to successfully demonstrate the City’s functional and technical requirements. The City reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final Contractors. City may invite all or a few of the top scored Proposers to move forward for Presentations, Demonstrations, and Interviews.

Contractor Presentations, Demonstrations, and Interviews. An anticipated date for Contractor Presentations, Demonstrations and Interviews has been set in the RFP Schedule.

Post-Demo Technical Evaluation. In addition to scripted functional demonstrations, the City may request a more extensive technical Demo. This Demo will be scheduled on an as-needed basis.

Site Visits. The City may conduct site visits to any or all of the top three vendor’s headquarters and/or customer reference sites. These visits will be scheduled on an as-needed basis for the top three vendors. The City reserves the right to conduct site visits to customer sites that are not included on the Proposer’s Reference list.

### 5.6 RANKING OF PROPOSALS AND SELECTION

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

### 5.7 NEGOTIATIONS

The City may commence serial negotiations with the highest ranked, eligible Proposers or

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

## **5.8 BEST AND FINAL OFFERS**

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

## **5.9 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.

## **5.10 INSURANCE REQUIREMENTS**

The successful 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 should indicate exemptions within the Introductory Letter. Proposer must provide evidence of insurance and endorsements and certify they can meet City insurance requirements as defined in the RFP.

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

## EXHIBIT A - COST PROPOSAL

In accordance with this Request for Proposals issued by the City of Albany, Oregon, the firm referenced below, hereby submits a Cost Proposal. Provide a detailed list of all related equipment and supplies as an attachment to this proposal. Include comments related to costs.

Initial and Ongoing Cost Summary						
Description	Cost: Year 1	Cost: Year 2	Cost: Year 3	Cost: Year 4	Cost: Year 5	TOTAL US \$
Equipment & Licensing*						
Implementation						
Training						
Maintenance & Support*						
Other Fees or Charges						
TOTAL US \$						

\*Equipment, Licensing, Maintenance, Support, and other fees/charges must be itemized and subtotaled per category on an attached separate sheet.

All costs must be proposed in U.S. Dollars.

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

Vendor Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

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

## EXHIBIT B – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described herein 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 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.

**Hosting Solution** Proposer agrees the proposed hosting solution location(s) for maintaining and making available any of City's data or that of its clients or customers, applicable to the Contract, shall be physically located within the USA and will not change the location(s) of its hosting solution without prior written approval from the City.

**Software License** Proposer certifies that it has the authority to grant the Software license and to provide Software maintenance and support directly as required by the SaaS solution.

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

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

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

**Intergovernmental Cooperative Procurement Use** - (check applicable box): ☐ Yes ☐ No

### **Signature Block**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

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

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

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

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

## EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

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

Evidence of Insurance should be provided, including endorsements.

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

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

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

**Automobile 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 \$5,000,000 per occurrence.  
☒ Required by City      ☐ Not Required by City (Needs Finance Insurance Review and Approval.)

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

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

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

☐ If this box is checked, the limits shall be \$2,000,000.

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

**Garage Keepers Legal Liability** - Coverage for vehicles and equipment left for service, repair, storage, or safekeeping. **Coverage must include \$250,000 combined single limit per location.**

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

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

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

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

**Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.**

**Insurance Renewals** – The Certificate of Insurance renewal should be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@cityofalbany.net](mailto:insurance@cityofalbany.net).

### Signature Block:

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

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

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

## EXHIBIT F - REFERENCES

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

Must be complete. References must be able to verify the quality of your previous work in the proposed area of work. Proposed Solution must be currently used. Add additional pages if needed.

### REFERENCE 1

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

\_\_\_\_\_  
Phone

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

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

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

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

\_\_\_\_\_  
Project Description: Version & release, modules being used, Number of users per customer, volume of records, & volume of system users.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### REFERENCE 2

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email

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

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

\_\_\_\_\_  
Project Description: Version & release, modules being used, Number of users per customer, volume of records, & volume of system users.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### REFERENCE 3

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Organization Name

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Phone

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Contact Person

---

Email

---

Mailing Address:

---

Contract Term:

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Project Description: Version & release, modules being used, Number of users per customer, volume of records, & volume of system users.

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### REFERENCE 4

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Organization Name

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Phone

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Contact Person

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Email

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Mailing Address:

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Contract Term:

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Project Description: Version & release, modules being used, Number of users per customer, volume of records, & volume of system users.

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**ATTACHMENT A – *SAMPLE CONTRACT***  
**STANDARD TERMS AND CONDITIONS**  
**FOR AGREEMENT TO FURNISH RECREATION MANAGEMENT SOFTWARE**  
**TO THE CITY OF ALBANY, OREGON**

**ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as ("CONTRACTOR"), agrees to provide recreation management software and all related services and equipment for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as ("CITY").

The contract term is for five years, with an option to extend an additional five, one-year terms. If the City elects to renew the contract, a written notice shall be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so.

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

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

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

**ARTICLE II : RESPONSIBILITIES OF CONTRACTOR**

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I will be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONTRACTOR agrees to provide services as defined in this RFP to the satisfaction of the City.
- C. Level of Competence. CONTRACTOR will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed and for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, if applicable, and other work products furnished under this agreement. CONTRACTOR must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.

- D. Key Personnel/Lead Contractor. \_\_\_\_\_ will serve as the lead contractor to the City of Albany for the goods and services described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- E. Documents/Work Products Produced. CONTRACTOR agrees that all documents and work products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of the CITY, with an unlimited, royalty free license for CITY use, and will be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Law. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONTRACTOR must ensure that each of its subcontractors complies with these requirements.
- H. Record Retention and Review. The CONTRACTOR 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 CONTRACTOR to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONTRACTOR. The CONTRACTOR will retain all records related to this Agreement for six (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 CONTRACTOR will be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. CONTRACTOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate



this more timely, efficient, and secure payment method, CONTRACTORS must complete the City's ACH Vendor Direct Payment Authorization available on the City website at <https://cityofalbany.net/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

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

Contracts valued at \$500,000 with Contractors 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. CONTRACTOR certifies that they have taken the required Pay Equity Training and have provided a certificate to the City.

- M. Preference for Recycled Materials. As required by ORS 279A.125, CONTRACTOR 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 (5) percent.
- N. Compliance with Tax Laws. CONTRACTOR certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- O. Communicable Diseases. CONTRACTOR 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 CONTRACTOR could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONTRACTOR 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 CONTRACTOR'S participation.
- P. Debarment and Suspension. CONTRACTOR, its subcontractors, 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 federal or state department or agency.
- Q. Conflict of Interest. CONTRACTOR will prohibit any employee, governing body, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided under this agreement. CONTRACTOR must disclose

in a timely manner and in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement.

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

- A. Authorization to Proceed. CITY will authorize CONTRACTOR 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 CONTRACTOR for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY will examine all studies, reports, specifications, proposals, and other documents presented by CONTRACTOR, obtain advice of an attorney, accountant, auditor, risk consultant and any other Contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONTRACTOR.

### **ARTICLE IV: MODIFICATIONS**

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

### **ARTICLE V: COMPENSATION**

CITY agrees to pay for the goods and services procured in Article I in accordance with the compensation provisions described in this Agreement and set forth in the Cost Proposal, Exhibit A.

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 CONTRACTOR billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V.

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

## **ARTICLE VI: INDEMNIFICATION**

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

## **ARTICLE VII: INSURANCE**

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

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

Coverage must be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability:** Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. **Workers' Compensation:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. **Cyber Liability Insurance:** Technology Errors and Omissions; Information Security & Privacy Liability.

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

CONTRACTOR 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".

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. Cyber Liability**

\$5,000,000 Technology Errors and Omissions  
Information Security and Privacy Liability

CONTRACTOR shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform services related to the Services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

Technology Products & Services E&O - Information Security & Privacy Liability for Service Provided to Others.

- A. Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of Products, Services and Software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.
- B. Such insurance shall include limits of coverage of not less than \$2,000,000 and shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the CITY for three years following termination or expiration of this Contract.

Insurance Requirements for Subcontractors. (04/10) Should CONTRACTOR subcontract any part of the Contract, CONTRACTOR will require those Subcontractors or Affiliates if not covered under CONTRACTOR'S insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above.

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

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

**D. Other Insurance Provisions**

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

- 1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONTRACTOR'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 the CITY, its officers, employees, or agents.

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

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

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement 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 subcontractors by the CONTRACTOR or subsidiary or affiliate Firms of the CONTRACTOR for technical or professional services will not be considered an assignment of a portion of this Agreement, and the CONTRACTOR will remain fully responsible for the work performed, whether such performance is by the CONTRACTOR or subcontractors. No subcontractors will be used without the written approval of the CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

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

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

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

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

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

- A. The CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the CITY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is

terminated.

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

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

- A. If the CITY terminates pursuant to Article XI(A), the CITY will pay the CONTRACTOR for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If the CITY terminates pursuant to Article XI(B), the CITY is entitled all remedies available at law or equity. In addition, CONTRACTOR must pay the CITY all damages, costs, and sums incurred by the CITY as a result of the breach.
- C. If the CONTRACTOR justifiably terminates the Agreement pursuant to Article XI(B), the CONTRACTOR'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If the CITY'S termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and the CONTRACTOR will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, the CONTRACTOR'S work product before the date of termination becomes property of the CITY.
- F. In the event of termination, CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR must provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONTRACTOR'S possession at the time of termination or received later.

## **ARTICLE XIII: NOTICES**

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

City:

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

With copy to:

City of Albany  
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 the CITY nor the CONTRACTOR will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

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

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

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

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

#### **ARTICLE XVII: CONSTRUCTION**

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

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

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

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

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

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

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails

to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

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

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

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

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



## RECREATION MANAGEMENT SOFTWARE AGREEMENT:

### CONTRACTOR:

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Email

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

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

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

### CITY OF ALBANY, OREGON:

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

By: \_\_\_\_\_  
Kim Lyddane, Parks & Recreation  
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.

CITY, OWNER means the City of Albany, Oregon.

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

COBID means Certification Office for Business Inclusion and Diversity.

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

CONTRACT DOCUMENTS mean all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, 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 means the person or business that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DBE means 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.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM includes firms that are certified as a DBE from the Certification Office for Business Inclusion and Diversity, or COBID.

DEI means Diversity, Equity, and Inclusion. Diversity is the presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective.

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

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

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

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

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

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

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

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

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

## ATTACHMENT C – PROTECTED INFORMATION

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Independent Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City or an individual identified with the data or information in Independent Contractor’s custody or access.

To the extent that Independent Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes network firewall provisioning, intrusion detection/prevention and periodic third-party penetration testing. Likewise Independent Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <https://checklists.nist.gov/repository>. Independent Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Independent Contractor will notify the appropriate City contact no later than one hour after they are aware of the breach. Independent Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Independent Contractor will not undertake litigation on behalf of the City without prior written consent. In the event of a security breach of personal information as defined in ORS 646A.600 or Contractor’s failure to maintain PCI DSS compliance, the City’s costs for breach notices, consumer credit monitoring, regulatory penalties, fines, investigations, and forensic activities arising from

a data or security breach of personal information or from lack of PCI CSS compliance shall be considered direct damages.

5. **Data Storage and Backup.** Independent Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Independent Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.

Independent Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Independent Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Independent Contractor. Independent Contractor further agrees that no City data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Independent Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.
7. **PCI Compliance.** Independent Contractor agrees to comply with Payment Card Industry Data Security Standard (PCI DSS). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a Payment Card Industry Qualified Security Assessor (PCI QSA).
8. **End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within seven (7) days of the request of an agent of City whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Independent Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Independent Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Independent Contractor must comply with the request, Independent Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Independent Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

- 10. Remedies for Disclosure of Confidential Information.** Independent Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Independent Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Independent Contractor further grants City the right, but not the obligation, to enforce these provisions in Independent Contractor's name against any of Independent Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- 11. Non-Disclosure.** Independent Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to both Independent Contractor and City.
- 12. Criminal Background Check.** City shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the City's Criminal Justice Information System (CJIS) protected data, software systems, or facilities.
- 13. Survival.** The confidentiality obligations shall survive termination of any agreement with Independent Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

## **APPENDIX**

### **EXHIBIT G – REQUIREMENTS**

It is imperative the Exhibit G spreadsheet is completed accurately. Failure to mark columns with an X where applicable and include comments will result in fewer awarded points. It is also critical that the completed spreadsheet is submitted in its original format (Excel, not pdf) so that it can be accurately analyzed. See the README sheet in the spreadsheet for further instructions.