



CITY OF ALBANY, OREGON

PUBLIC WORKS - TRANSPORTATION DIVISION

REQUEST FOR PROPOSALS

FOR

Paratransit Scheduling and Dispatch System

Issue Date: Monday, May 3, 2021

Due Date: Thursday, June 3, 2021, 2:00 p.m. (Pacific Time)

Public Works Director **Chris Bailey**
 Paratransit Services Supervisor **Ted Frazier**
 IT Project Manager..... **Luke Cotton**
 Purchasing Coordinator..... **Diane M. Murzynski, CPPO, CPPB**

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

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PROPOSER'S SUBMITTAL CHECKLIST

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

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

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

The following should be received to be considered responsive:

Introductory Letter

Experience, Qualifications, and Project Team

Project Approach and Understanding, Work Plan, and Schedule

Cost Proposal (Exhibit A, submitted as a separate pdf)

Non-Collusion and Conflict of Interest Certification (Exhibit B)

Certification Statement for Corporation or Independent Contractor (Exhibit C)

Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D)

Certification of Insurance Requirements (Exhibit E)

References (Exhibit G)

Technical Requirements (Exhibit H)

Signed Addenda (if applicable)

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



CITY OF ALBANY, OREGON
REQUEST FOR PROPOSALS (RFP)

Paratransit Scheduling and Dispatch System

Proposals Due by 2:00 p.m. (Pacific Time), Thursday, June 3, 2021

Notice is hereby given that the City of Albany ("City") is requesting proposals for a next-generation public paratransit scheduling and dispatch system to support critical transit operations.

Qualified vendors must provide:

- A cloud-based paratransit dispatching and scheduling software solution.
- A paratransit system that can facilitate client management, trip scheduling, trip mapping, vehicle tracking, driver communication, driver real-time trip information, and robust dispatching functions.
- Interface(s) optimized for dispatchers in the office, drivers in the field, and the public clients on the web.
- Scalable architecture capable of operating with current web browsers, mobile technologies, and modern operating systems.
- Ongoing maintenance and support during business hours from 6:00 a.m. – 8:00 p.m., Mon. - Sat.

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

Time is of the essence to acquire a vendor to provide a new paratransit dispatch system due to the current system will no longer be receiving support later this year. Proposal responses must be submitted to procurement@cityofalbany.net, not later than 2:00 p.m., (Pacific Time). Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "Paratransit Dispatch System".

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 3RD DAY OF MAY 2021.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, May 3, 2021
Daily Journal of Commerce, on Monday, May 3, 2021

SECTION 1 - BACKGROUND AND GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

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

1.2 CURRENT ENVIRONMENT

The City of Albany, Public Works Department, Transportation Division operates the city's Call-A-Ride Paratransit services. Delivering services Monday – Saturday, from 6:00 a.m. – 8:00 p.m., Pacific Time, a few dispatchers, four full-time drivers, and up to 15 volunteers provide transportation for over 2,700 clients. Utilizing a software called Routematch, dispatchers schedule an average of 1,800 trips per month over the phone.

Each day, drivers use route sheets depicting the proposed route for each trip and communicate with dispatch using radios regarding scheduling or route, updates or issues.

- Drivers are issued a paper trips/route sheet, a vehicle, and a radio.
- Dispatchers work in the office on Windows 10 PCs and connect to Routematch using a Citrix connection that runs the application from Routematch's servers.
- Vehicles are equipped with Verizon devices that are connected to Swiftly and provide GPS tracking information.

SECTION 2 - PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted in non-editable PDF format by email to procurement@cityofalbany.net, by June 3, 2021, no later than 2:00 p.m. Pacific Time. The email subject line should include the project name "Paratransit Dispatch System." Questions regarding this RFP should be directed as follows:

Submittal & Procurement Questions	Scope of Work
Finance Department Diane M. Murzynski, CPPO, CPPB Purchasing Coordinator 333 Broadalbin Street SW Albany, OR 97321 diane.murzynski@cityofalbany.net	Information Technology Department Luke Cotton IT Project Manager 333 Broadalbin Street SW Albany, OR 97321 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 City anticipates the following general timeline for receiving and evaluating proposals and selecting a Contractor. The timeline listed below may be changed if it is in the City's best interest to do so.

- | | |
|--|--------------------------|
| 1. RFP Advertised | May 3, 2021 |
| 2. Date to Submit Changes or Solicitation Protests | May 13, 2021, 12:00 p.m. |
| 3. Last Date for Addenda Issued | May 28, 2021, 12:00 p.m. |
| 4. Proposal Due Date | June 3, 2021, 2:00 p.m. |
| 5. Evaluate Proposals | June 4, 2021 |
| 6. Demonstrations | June 21 - June 23, 2021 |
| 7. Notice of Intent to Award | June 24, 2021 |
| 8. Protest Period ends (seven calendar days) | July 1, 2021, 12:00 p.m. |
| 9. Contract Award and Execution | July 7, 2021 |
| 10. Project Start Date | August 2, 2021 |
| 11. Installation completed - Go Live | September 1, 2021 |

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

The City of Albany will evaluate any request submitted but reserves the right to determine whether to accept the

requested change. If in the Purchasing Coordinator's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda 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, clarification, and interpretations will be posted on the City of Albany's website at <https://www.cityofalbany.net/bids>.
2. No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.
3. Each proposer must ascertain, prior to submitting a proposal, that the proposer has received all addenda issued, and receipt of each addendum must be acknowledged in the appropriate location on each addendum and included with the proposal submittal.

2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

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

2.5 CANCELLATION

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

2.6 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

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

2.7 CONDITIONS OF SUBMITTAL

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

1. The proposer and each person signing on behalf of any proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial

interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.

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

2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

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

2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

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

2.10 COMPETITION

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

2.11 SOLICITATION PROTESTS

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

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

2.12 COST OF RFP AND ASSOCIATED RESPONSES

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

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

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

2.14 REJECTION OF PROPOSALS

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

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

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

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

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

2.16 PROPOSAL OWNERSHIP

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

2.17 DURATION OF PROPOSAL

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

2.18 AFFIRMATIVE ACTION

By submitting a proposal, the proposer must agree to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment

Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

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

2.20 PAY EQUITY COMPLIANCE

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

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

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

2.21 SUBCONSULTANTS/SUBCONTRACTORS

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

2.22 IDENTICAL PROPOSALS

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

2.23 COMPLIANCE WITH STATE OF OREGON LAW

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

2.24 NOTIFICATION OF INTENT TO AWARD

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

2.25 PROTEST OF AWARD

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

Written protests must be delivered in writing to the Purchasing Coordinator at procurement@cityofalbany.net, within seven (7) days after issuance of the notice of intent to award the contract, or if no notice of intent to award is issued, within forty-eight hours after award. A proposer's written protest must specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). City will not consider a proposer's contract award protest 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 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, and an agreed upon Statement of Work, if applicable. It is the City's intent to award an agreement in substantially the form of the sample Agreement attached to this RFP document.

2.28 NOTICE TO PROCEED

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

2.29 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible proposer/bidder, to add a percent increase to each out-of-state proposer's/bidder's bid price which is equal to the percent of preference given to local proposers/bidders in the proposer's/bidder's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4)

will be used to determine whether the nonresident proposer's/bidder's state gives preference to in-state proposers/bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law at: <https://www.naspo.org/reciprocity1>. Proposers in need of any assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Telephone: 503-378-4642.

2.30 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

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

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

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

SECTION 3 - GENERAL PROVISIONS

3.1 DEFINITIONS

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

ACCEPTANCE or ACCEPTANCE CRITERIA means the City's acceptance of the successful Implementation of the complete systems and successful completion and delivery of all Deliverables as set forth herein.

CITY, OWNER means the City of Albany, Oregon.

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

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

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

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

DELIVERABLE 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.

GLOBAL POSITIONING SYSTEM (GPS) is a U.S.-owned utility that provides users with positioning, navigation, and timing (PNT) services.

IMPLEMENT, IMPLEMENTED, IMPLEMENTATION means the complete fulfillment of processes including installation, configuration, data conversion and migration, third party interfaces and applications, testing, user training, delivery of documentation and project services, and technical issue resolution that are required to be completed prior to utilizing the system in a production environment in the capacity for which it was purchased.

MDT means Mobile Data Terminal like an iPad or Android tablet.

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 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.

STIF or STATEWIDE TRANSPORTATION IMPROVEMENT FUND Section 122 of HB 2017 Transportation Funding Package established a new dedicated source of funding for improving or expanding public transportation service in Oregon. This new funding source is called the Statewide Transportation Improvement Fund, or STIF.

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.

TRIP single pickup and drop off.

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

3.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City's representative or designee will have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee will also have authority to reject all work that does not conform to the Contract Documents. For the purpose of administering this contract, the contract administrator will be Ted Frazier - ted.frazier@cityofalbany.net - 541-917-7638.

The City's representative or designee will observe, monitor, and inspect the work to the extent required to determine the provisions of the Contract Documents are being properly fulfilled. The inspection of the work completed will not relieve the Contractor of their obligation to perform acceptable work in conformance with these Contract Documents.

3.3 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

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.

SECTION 4 - SCOPE OF WORK

4.1 PROJECT INFORMATION

The City of Albany ("City") is requesting proposals for a next-generation paratransit dispatch system to support the city's Call-A-Ride program. The City has budgeted \$100,000 using City and State STIF funds for a new solution to replace the current system and invest in communication equipment, like MDTs.

Qualified vendors must provide the following:

- A cloud-based paratransit dispatching and scheduling software solution.
- A paratransit system that can facilitate client management, trip scheduling, trip mapping, vehicle tracking, driver communication, driver real-time trip information, and robust dispatching functions.
- Interface(s) optimized for dispatchers in the office, drivers in the field, and the public clients on the web.
- Scalable architecture capable of operating with current web browsers, mobile technologies, and modern operating systems.
- Ongoing maintenance and support during business hours from 6:00 a.m.-8:00 p.m., Mon.-Sat.

4.2 SOLUTION REQUIREMENTS

The objective of the project is to implement a dispatch solution to replace the current system. The solution should provide a modern approach to driver dispatching, efficient route management, simple customer communication, robust reporting, and driver location tracking. [See Exhibit H for a list of all Technical Requirements.](#)

4.3 CONTRACT TERM

The contract term is 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, to account for increases in the cost of materials, labor, and other overhead costs.

4.4 INDEPENDENT CONTRACTOR (ORS 670.600)

The contractor must 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, will act as an independent contractor and will have the 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.

4.5 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.

4.6 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 to exist side by side with the current system. 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(s). 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.

MIGRATION PLAN

The system acceptance plan shall identify how transportation staff will operate both systems concurrently and a follow a phased in approach for switching to the new dispatch system once the system acceptance testing is completed.

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.

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.

4.7 PROJECT MANAGEMENT, DELIVERABLES AND SCHEDULE

PROJECT MANAGEMENT

1. Provide diligent and consistent oversight and direction of the activities of the Project Team to ensure Project proceeds in a timely and efficient manner in accordance with the Project Schedule. Contractor response time for email communications with the City IT Project Manager must 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. Schedule an Initial Meeting with the City IT Project Manager within 10 days of contract signing.
4. Submit a detailed Project Schedule, in electronic format, within 10 days of contract signing.
5. Distribute an updated Project Schedule, in electronic format, during the weekly status meeting reflecting any Project Schedule change(s).
6. Submit a detailed Statement of Work within 10 business days of contract signing.
7. Deliver 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).
8. Conduct regular Status Meetings (minimum weekly) with the City's Project Team to verify the Project is meeting the established schedule and budget.

PROJECT DELIVERABLES AND PROJECT SCHEDULE

The following deliverables must be provided to the City as required in the Project Schedule.

- Detailed Project Plan and Schedule with written agreement confirming that contractor will meet the go-live date stated in Section 2.2 – RFP Schedule
- Detailed Proposer Statement of Work
- Training Plan, including agendas
- Weekly Status Reports
- Functional Testing and Approval Document with City sign-off
- Completed list of resolved punch list items with City sign-off
- Final Acceptance of the Implementation

Deliverables are considered those tangible resulting work products that are to be delivered to the City such as draft documents, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. All deliverables resulting from this Agreement will become the property of the City. As such, the contractor grants the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Albany.

4.8 TRAINING

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., projector, workstations, installed applications, conference phone)

4.9 WORK PERFORMED BY CITY AND OTHERS

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

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

SECTION 5 - PROPOSAL SUBMITTAL REQUIREMENTS

5.1 SUBMITTAL PROCESS

Proposals must be submitted electronically to procurement@cityofalbany.net, by Thursday, June 3, 2021, no later than 2:00 p.m., Pacific Time. The email subject line must include the project name "Paratransit Dispatch System". Considering both entities servers, routers and fire walls, Proposal Responses must be received into the City's email repository system by the date and time required. Proposals that are not received by the closing time in the Procurement email repository will be considered late and not opened.

The total size limit for each email submittal should be less than 20 MB or proposal response may result in non-delivery to the City repository. The Proposal Cost Summary should be submitted with the proposal response as a separate PDF. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If a notification is not received by the sender, contact Diane Murzynski at diane.murzynski@cityofalbany.net, or 541-917-7522.

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

5.2 PROPOSAL FORMAT

Proposals should be prepared and submitted in non-editable pdf format and labeled to match those Sections in the RFP and with all pages numbered. The 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. City reserves the right to reject proposals that are deemed illegible or too difficult to read.

5.3 PROPOSER REPRESENTATIONS

Before submitting a proposal, the proposer must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

5.4 JOINT PROPOSALS

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

5.5 PROPOSED PROJECT TEAM

The proposer must acknowledge and agree that the proposer is entering into this contract because of the special qualifications of the proposer's key personnel. In this contract the City is engaging the expertise, experience, judgment, and personal attention of key personnel. The proposer should not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City.

Proposer will provide City with key personnel who have experience with the proposer's company and services. The

City will have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel. If an agreement cannot be reached, the City reserves the right to terminate the contract with the contractor.

5.6 PROPOSAL REQUIREMENTS

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

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

5.7 PROPOSAL CONTENT - MANDATORY SUBMITTAL REQUIREMENTS

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

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 Service Agreement, Attachment A. The letter should include that the proposer submitting the proposal agrees to perform all of the Work outlined in the City's RFP and within the time periods established by the City.

The Introductory Letter must name the person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the proposer and include address, email, and telephone and fax numbers.

Proposer must certify and agree to comply with the requirements listed in Exhibit F – Protected Information.

Any exceptions to the City's Standard Terms and Conditions Service Agreement should be provided within this Letter. If proposer is exempt from providing workers' compensation, proposer should note exemption in the Introductory Letter.

Project Approach and Understanding

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

Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating meetings. Describe proposer's approach to Training for a successful project outcome.

Technical Requirements

Exhibit H must be completed and submitted with the Proposal Response. Proposer must provide a detailed, specific response to each Technical Requirement listed in Exhibit H; an explanation of functionality of the features described in Section 4 - Scope of Work, and a Project Schedule with specific information regarding proposer's ability to complete the tasks on or before the go-live date listed in Section 2.2.

Work Plan, Project Schedule, and Cost Proposal

Proposers must present a Work Plan and Project Schedule as mentioned above that meets the Technical Requirements identified in the Exhibit H.

Work Plan:

Based on the proposed project approach, the Work Plan must identify the hours anticipated by task for the Project Manager and key personnel to complete the scope of work. The Work Plan must clearly reflect work assignments to be completed by the contractor and City staff.

Project Schedule:

The Project Schedule must meet deadlines, review procedures, and milestones identified in the scope of work and deliverables required. Provide a chart (Gantt) to reflect the project timeline by date, project team member, and hours per member per task.

Cost Proposal Summary:

Costs should be proposed on Exhibit A and submitted as a separate PDF.

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

Cost proposal must include itemized total annual costs for 24x7 ongoing maintenance and support, and subtotals per itemized cost category, over the contract term.

Experience, Qualifications, and Project Team

Proposer must describe proposed Project Team members qualifications and experience, and their availability for the duration of the Project. Resumes must include special training, specific areas of expertise, project experience, education and certification, and specify the Project Manager/Project Lead.

- Identify the project manager and key personnel who will be the Project Team assigned to the project.
- Include each member of the Project Team's background and experience related to the proposed scope of work, as well as their roles and assigned responsibilities under the proposal.
- Describe the Project Team's familiarity with installation of the proposed system.
- A minimum of four (4) examples of related/relevant private or public projects.

References

Provide four (4) references from customers for whom the proposer is currently or has previously provided equipment and services as defined in this RFP, within the last three (3) years. References should include government agencies. Include the name of the contract administrator/project manager, and the phone number, email, and mailing address.

References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. City may request a site visit from references to see proposed solution. Proposer must provide reference information on Exhibit G. Additional references may be contacted by the City at its discretion.

5.8 ADDITIONAL ATTACHMENTS REQUIRED

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

SECTION 6 - EVALUATION CRITERIA

6.1 SELECTION PROCESS

The process to select a contractor will consist of a solicitation of proposals from all prospective proposers interested in providing the required services described in this RFP. Proposers must meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget and provide the required ongoing services in an efficient and cost-effective manner to the City. The City intends to contract for the "best value" product and service that offers the desired level of quality at a reasonable price.

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

6.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of at least three (3) members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award.

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

6.3 EVALUATION CRITERIA

The criteria listed below will be used to evaluate the proposers to determine the apparent successful proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria. Total possible points will be 100.

INTRODUCTORY LETTER (PHASE 1)

- Included an Introductory Letter indicating an expression of interest in the project and the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Standard Terms and Conditions Service Agreement.
- Listed exceptions to the Agreement, if applicable, in the Introductory Letter.
- Indicated the person(s) authorized to represent the proposer in negotiations and legally authorized to sign the Agreement.

PROJECT UNDERSTANDING AND APPROACH (PHASE 1)

This evaluation component will allow the City to assess the contractor's understanding of the services that are requested and needed for a successful project. In that regard, the contractor must present a clear and concise understanding of the overall project and its objectives based on the available information.

- Described the significant issues and concerns that need to be addressed. Other potential issues not

previously indicated herein should be presented, along with any innovative or unique solutions.

- Included an outline of various general and/or specific tasks the contractor believes are important for prudent management and sequencing of the tasks, and a detailed Project Schedule that includes the phasing of work envisioned in the Project.
- Included an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials, as well as facilitating meetings and building consensus.
- Clearly identified the proposed Project Schedule to meet milestones identified in the scope of work.
- Described their approach to Training for a successful project outcome.

MANDATORY REQUIREMENTS (PHASE 1)

- Technical Requirements - based upon the proposer’s ability to meet the mandatory requirements in Phase 1. Proposer may be considered nonresponsive if mandatory requirements cannot be met.
- Cost Proposal - evaluated and proposers may be removed from contention based on proposed costs exceeding available project budget.

EXPERIENCE AND QUALIFICATIONS (PHASE 2)

- Described specific experience demonstrating the successful completion of related or similar projects in complexity and duration and the jurisdiction in which the work occurred that best characterizes the proposed Project Team’s work quality and experience providing successful similar project results.

COST PROPOSAL SUMMARY - EXHIBIT A (PHASE 2)

- Cost Proposal included all equipment, implementation costs, training, and ongoing support and maintenance service costs to cover project over five years as listed on Exhibit A. Costs include itemized expenses per cost category, subtotals per category and an overall total cost per year.

REFERENCES - EXHIBIT G (PHASE 2)

- Provided four (4) references listing customers, including government agencies, counties or municipalities, who have implemented the proposer’s solution utilizing the same platform described in the proposer’s response within the past three (3) years. Contact information is complete and provided on Exhibit G.

6.4 EVALUATION CRITERIA SCORE GRID

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

Phase 1	
Introductory Letter	Pass/Fail
Project Understanding and Approach	Pass/Fail
Mandatory Requirements - Cost & Technical Requirements Met	Pass/Fail

Phase 2	
Cost Proposal Summary - Exhibit A	20
Technical Requirements - Exhibit H (Demo)	35
Experience, Qualifications, & References - Exhibit G	10
Ease of Use (Demo)	35
TOTAL POINTS AVAILABLE IS 100	100

6.5 DEMONSTRATIONS

The City will schedule the time and locations of demonstrations with proposers who have been selected to move into the Phase 2 evaluations on the dates indicated in the RFP Schedule. Demonstrations will take place in person, preferably, or remotely depending on COVID requirements. Should demonstrations take place in person, proposers will be responsible for making and paying for their own travel arrangements. The City will provide selected proposers with a set of questions, if applicable, prior to the date.

During Demonstrations, the Selection Review Committee will score the Requirements - Exhibit H based upon Functionality and Ease of Use. Demonstrations are anticipated to be a half day process. No costs associated with the on-site demonstrations will be reimbursed to the proposer.

6.6 RANKING OF PROPOSALS

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 able to perform the services, and the second-ranked proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee. Proposer'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.

6.7 NEGOTIATIONS

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

6.8 BEST AND FINAL OFFERS

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

SECTION 7 - CONTRACT REQUIREMENTS

7.1 CONTRACT AWARD

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

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

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

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

7.2 INSURANCE REQUIREMENTS

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

An overview of the Insurance Requirements is provided in Exhibit E and proposers are required to submit Exhibit E to acknowledge and accept the insurance requirements noted herein. Proposer must provide the following insurance coverage requirements: commercial general liability, automobile and collision insurance, professional liability insurance, and Cyber Liability.

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

ATTACHMENT A - **SAMPLE CONTRACT**

STANDARD TERMS AND CONDITIONS

FOR AGREEMENT TO FURNISH A PARATRANSIT DISPATCH SYSTEM

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 a dispatch system to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as "CITY".

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, Statement of Work, Request for Proposals, including Exhibits, Attachments, and Appendices, 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, 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. Lead Contractor. _____ shall serve as the lead contractor as 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 form available on the City website at <https://www.cityofalbany.net/finance/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- L. Pay Equity Compliance. As required by ORS 279B.235, 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 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 will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY will authorize CONTRACTOR upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities, and Property. CITY 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, and other Contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONTRACTOR.

ARTICLE IV: MODIFICATIONS

CITY or CONTRACTOR 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 the deliverables set forth in the Project Schedule and Cost Proposal, Exhibit A.

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

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: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability Insurance: Insurance on an occurrence or claims made basis with 24-month tail coverage.
5. Cyber Liability - Technology Errors and Omissions; Information Security and Privacy Liability. Coverage shall include limits of not less than \$5,000,000.

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

- 2. Automobile Liability: \$2,000,000 Per Occurrence

- 3. Employers Liability: \$1,000,000 Each Accident
 \$1,000,000 Disease Aggregate
 \$1,000,000 Disease Each Employee

- 4. Professional Liability: \$2,000,000 Per Incident/Claim

- 5. Cyber Liability: \$5,000,000

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

C. 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 professional 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:

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.

Such insurance shall include limits of coverage of not less than \$5,000,000 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. 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.

D. 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.

E. Other Insurance Provisions

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

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

With copy to:

City of Albany
Attn: Peter Troedsson, City Manager
P.O. Box 490
Albany, Oregon 97321
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 Oregon Cooperative Purchasing Program (ORCPP) may use the purchase agreement resulting from this RFP unless CONTRACTOR expressly notes in the proposal that the prices quoted are available to the City only. The condition of such use by other Agencies is that any such Agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the CONTRACTOR; the City accepts no responsibility for performance by either the successful CONTRACTOR or such other Agency using this Agreement. With such condition, the City consents to such use by any other Public Agency.

CONTRACTOR

Date: _____

By: _____

By: CONTRACTOR

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: _____

Chris Bailey, Public Works Director

APPROVED AS TO FORM:

By: _____

M. Sean Kidd, City Attorney

EXHIBIT A - COST PROPOSAL SUMMARY

In accordance with the RFP requirements, the firm referenced below hereby submits a Cost Proposal Summary. Additional pages should be included to provide cost itemization and clarifications.

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

*Equipment, Licensing, Maintenance, and Support costs must be itemized and subtotaled per category on a separate sheet.

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

Contractor Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Representative Name: _____ Tax ID No.: _____

Email: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT B - NON-COLLUSION, CONFLICT OF INTEREST, & PROTECTED INFORMATION CERTIFICATION

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of this Agreement; certifies that he/she/they are not in any way involved in collusion, discrimination, or have a perceived or apparent conflict of interest; and has read, understood, and agreed to comply with the City’s Protected Information Policy.

Certifications

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

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

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

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

Disadvantaged Business Enterprises (DBE) (check applicable box): Yes No

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

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

Signature Block

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

Contractor

Telephone Number

Mailing Address, City, State, Zip

Tax Identification No.

Fax Number

Email Address

Representative Name & 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

Representative Signature: _____

Title: _____ Date _____

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

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

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

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

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

Representative Signature: _____

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, of local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If Proposer is unable to attest to any of the statements in this certification, Proposer 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)

Representative Signature: _____ Date: _____

Name and Title: _____

Contractor: _____

Phone: _____ Email: _____

EXHIBIT E - CERTIFICATION OF INSURANCE REQUIREMENTS

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

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

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.**

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

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

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

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

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

Signature Block:

Contractor's Acceptance: _____

Date: _____

Requirements prepared by Diane Murzynski

EXHIBIT F - PROTECTED INFORMATION

- 1. Oregon Consumer Information Protection Act.** Contractors, and its subcontractors agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628. The City acknowledges and agrees that in no event will any Personally Identifiable Information ("PII"), Personal Health Information ("PHI"), Criminal Justice Information ("CJI"), social security numbers, driver's license numbers, medical data, law enforcement records, or other similar information be stored on Contractor's servers. Contractor must acknowledge and agree that the storage of PII, PHI, CJI and other such information on Contractor's servers or within the Contractor's portal is strictly prohibited.
- 2. "Protected Information"** is 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 will be treated as *Protected Information* until a determination is made by the City or proper legal authority.
- 3. Data Confidentiality.** Independent Contractor must 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.
- 4. Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that at a minimum include 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: <http://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.
- 5. 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.
- 6. 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 must 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.

- 7. Data Re-Use.** Independent Contractor agrees that any and all data exchanged will be used expressly and solely for the purposes enumerated in the Agreement. Data must 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 will 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.
- 8. PCI Compliance.** Independent Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor must provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 9. End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it will 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 7 days of the request of an agent of City whichever will come first.
- 10. 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 will require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 11. 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 will 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.
- 12. 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.
- 13. Criminal Background Check.** City will 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.
- 14. Survival.** The confidentiality obligations will 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 the City.

EXHIBIT G - REFERENCES

Proposer Name: _____

Provide at least four references with telephone numbers and email addresses. References must be able to verify the quality of your previous work in the proposed area of work. The contact's name should be the person who has been the contract administrator for your project. Add additional pages if needed.

REFERENCE 1

_____ Organization Name	_____ Telephone
_____ Contract Administrator's Name	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	_____
_____	_____
_____	_____

REFERENCE 2

_____ Organization Name	_____ Telephone
_____ Contract Administrator's Name	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	_____
_____	_____
_____	_____

REFERENCE 3

_____ Organization Name	_____ Telephone
_____ Contract Administrator's Name	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	_____
_____	_____
_____	_____
_____	_____

REFERENCE 4

_____ Organization Name	_____ Telephone
_____ Contract Administrator's Name	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	_____
_____	_____
_____	_____
_____	_____

APPENDICES

EXHIBIT H - TECHNICAL REQUIREMENTS

See Microsoft Excel file titled Exhibit H.