



COA-RFP #220105

# REQUEST FOR PROPOSALS FOR

## Police Vehicle Lease/Purchase, Upfit Police Vehicles, & Equipment Maintenance

**Issue Date:** Monday, January 31, 2022

**Due Date:** Wednesday, March 2, 2022, 2:00 p.m. (Pacific Time)

**Police Chief**..... **Marcia Harnden**  
**Police Captain**..... **Brad Liles**  
**Purchasing Coordinator** ..... **Diane M. Murzynski, CPPO, CPPB**

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

CITY OF ALBANY

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## PROPOSER'S SUBMITTAL CHECKLIST

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

If the proposer obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the proposer to check for any addenda.

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

The following should be received to be considered responsive:

- Introductory Letter
- Disclosure Statement
- Experience and Qualifications
- Project Approach and Understanding
- Cost Proposal (Exhibit A)
- Proposal Certification (*Exhibit B*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit C*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit D*)
- Certification of Insurance Requirements (*Exhibit E*)
- References (*Exhibit F*)
- Employee Drug Testing Program Certification (*Exhibit G*)
- Employee Background Check Program Certifications (*Exhibit H*)

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



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

### **Police Vehicle Lease/Purchase, Upfit Police Vehicles, and Equipment Maintenance Proposals Due by 2:00 p.m. (Pacific Time), Wednesday, March 2, 2022**

Notice is hereby given that the City of Albany (City), Oregon, is requesting proposals to provide leased and/or purchased police vehicles; and install and maintain specialized police equipment and emergency vehicle identification, including visual and audible warning devices, communications equipment, specialized electronics equipment, firearms security mounts, prisoner transport cages and other required law enforcement vehicle accessories to meet the operational needs of the Albany Police Department.

The proposed contract term is for three years, beginning approximately April 1, 2022, with the option to renew for three additional, one-year terms.

The RFP 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](mailto:diane.murzynski@cityofalbany.net).

Proposal responses shall be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than 2:00 p.m., (Pacific Time), Wednesday, March 2, 2022. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line shall include the project name "Police Vehicle Lease/Purchase, Upfit, & Maintain."

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 31ST DAY OF JANUARY 2022.

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

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, January 31, 2022  
Daily Journal of Commerce, on Monday January 31, 2022

## **SECTION 1 – INTRODUCTION**

### **1.1 BACKGROUND**

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

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

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

More information is available at the following:

<https://cityofalbany.net/>

<https://cityofalbany.net/police>

### **1.2 PROJECT DESCRIPTION**

The previous contract for police vehicle lease/purchase, upfit and equipment maintenance will expire in March 2022. A new contract is needed to maintain Albany Police Department's 48-vehicle fleet, that includes 18 leased vehicles and 30 purchased vehicles. On average, these vehicles are replaced every three to five years. The current onsite weekly maintenance typically takes about two hours to complete.

### **1.3 PROCUREMENT METHOD**

The City will use a procurement and selection method based on competitive request for proposals in accordance with ORS 279B.060.

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

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

#### Submittal Address & Questions

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

#### Scope of Work

Brad Liles, Police Captain  
Albany Police Department  
[brad.liles@cityofalbany.net](mailto:brad.liles@cityofalbany.net)

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

### 2.2 RFP SCHEDULE

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

RFP Advertised	January 31, 2022
Date to Submit Changes or Solicitation Protests	February 9, 2022, 2:00 p.m.
Last Date for Addenda Issued	February 24, 2022, 12:00 p.m.
Proposal Due Date	March 2, 2022, 2:00 p.m.
Evaluate Proposals	March 3, 2022
Notice of Intent to Award	March 8, 2022
Protest Period ends (seven calendar days)	March 15, 2022, 12:00 p.m.
City Council Award	March 23, 2022
Contract Execution	March 28, 2022
Contract Begins	April 1, 2022

### 2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

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

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

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

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

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

## **2.5 CANCELLATION**

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

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

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

## **2.7 CONDITIONS OF SUBMITTAL**

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

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

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

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



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

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

## **2.10 COMPETITION**

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

## **2.11 SOLICITATION PROTESTS**

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

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

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

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

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

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

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

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

## **2.14 REJECTION OF PROPOSALS**

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

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

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

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

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

## **2.16 PROPOSAL OWNERSHIP**

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

federal Freedom of Information Act (FOIA) and ORS 192.501 and ORS 192.502, public records exempt from disclosure.

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

## **2.17 DURATION OF PROPOSAL**

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

## **2.18 AFFIRMATIVE ACTION**

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

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

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

## **2.20 PAY EQUITY COMPLIANCE**

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

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

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

## **2.21 SUBCONTRACTORS/SUBCONSULTANTS**

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

## **2.22 IDENTICAL PROPOSALS**

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

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

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

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

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

## **2.25 PROTEST OF AWARD**

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

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

## **2.26 OBLIGATION TO AWARD**

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

## **2.27 AGREEMENT**

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

## **2.28 NOTICE TO PROCEED**

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

## **2.29 RECIPROCAL PREFERENCE LAW**

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

### **2.30 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR**

The City's representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee shall also have authority to reject all work that does not conform to the contract documents. The representative for the purpose of administering this contract will be Brad Liles, Police Captain, 541-917-3234, [brad.liles@cityofalbany.net](mailto:brad.liles@cityofalbany.net).

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

### **2.31 INVOICES**

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

City of Albany  
Attn: Accounts Payable  
P.O. Box 490, Albany, Oregon 97321  
[accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net)

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

## **SECTION 3 – SCOPE OF WORK**

### **3.1 PROJECT INFORMATION**

The City of Albany is seeking vehicle purchase/lease programs tailored for law enforcement agencies. The Albany Police Department is requesting proposals for leased and purchased police vehicles; to upfit leased and non-leased vehicles with specialized equipment; and onsite weekly maintenance of the installed equipment.

The contractor shall acquire police vehicles according to specifications provided by the Albany Police Department at the best price for the City; upfit purchased, leased or owned vehicles with specialized equipment; determine the most economical lease company; be the liaison between the lease company and the City; assist the Albany Police Department with the vehicle lease agreement; and provide onsite weekly warranty work, requested repair, and maintenance on all specialized police vehicle equipment.

The contractor shall install specialized police equipment and emergency vehicle identification, including visual warning devices, audible warning devices, communications equipment, specialized electronics equipment, firearms security mounts, prisoner transport cages and other required law enforcement vehicle accessories to meet the operational needs of the Albany Police Department. All patrol vehicles must be equipped identically (with minor variations depending on the work unit), using the same equipment, technology, and configuration, to provide safety to the officers and the community.

### **3.2 CONTRACT TERM**

The proposed contract term is for three years, beginning approximately April 1, 2022, with the option to renew for three (3) additional, one-year terms, upon agreement by both parties.

### **3.3 CONTRACTOR'S EMPLOYEES AND DELIVERY SERVICE PROVIDERS**

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

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

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

### **3.5 KEY PERSONNEL**

The contractor shall acknowledge and agree that if selected, they are entering into this contract because of the special qualifications of the contractor's key personnel and will not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City Representative. Contractor will provide City with key personnel who have experience with the contractor's company and services.

### **3.6 POLICE DEPARTMENT INFORMATION**

The Albany Police Department maintains a 48-vehicle fleet that includes 18 leased vehicles and 30 purchased vehicles. On average, vehicles are replaced every five years. The current onsite weekly maintenance normally takes about two hours to complete.

### **3.7 CERTIFICATION OF EMPLOYEE DRUG TESTING PROGRAM**

The City requires all contractors to provide assurances they have an employee drug testing program in place and that all employees working on the City of Albany contract have been tested. Contractor shall conduct random drug testing for employees at least annually. Drug testing results must be negative for assigned employees to provide services to the City of Albany. The City reserves the right to audit the drug testing program reports periodically for compliance. Contractor must certify that they participate in an Employee Drug Testing Program (Exhibit G). Contractor may be required to provide additional testing should City make a request due to a public concern.

### **3.8 CERTIFICATION OF EMPLOYEE BACKGROUND CHECK PROGRAM**

The City requires all contractors to provide assurances a criminal background check has been performed for all employees working on the City of Albany contract prior to the start of work. The contractor should provide the City with the results of the background check, if requested, or prior to the Notice to Proceed, and additionally as new employees are hired for use on the City contract. The City reserves the right to audit background check reports periodically. Contractor must certify that contractor participates in an Employee Background Check Program (Exhibit H).

### **3.9 MANDATORY MINIMUM QUALIFICATIONS AND REQUIREMENTS**

Proposer shall:

- Demonstrate the ability to:
  - Purchase and lease police vehicles
  - Upfit police vehicles with specialized equipment
  - Maintain specialized equipment onsite at APD on a weekly basis
- Be responsible for vehicle drop off and pick up beyond a 30-mile radius of the Albany Police Department.
- Exhibit the ability to provide quality services before, during, and after vehicle upfits.
- Display the ability to work directly with the City's Police Department, and his/her appointees, and utilize the chain of command when issues arise needing timely resolution.
- Identify the qualifications and certifications (if applicable) of the specific individuals who will be assigned to provide the services described in the RFP.



- Individuals assigned are expected to maintain a positive, professional attitude when dealing with leasing companies, third-party vendors, and City and Police Department staff.
- Demonstrate that all contractor's employees have passed a criminal background check meeting Albany Police Department and City independent contractor standards and requirements.
- Provide evidence that contractor has an employee drug testing program in place.

### **3.10 SCOPE OF WORK**

The contractor shall perform the scope of work listed below. The services include, but are not limited to, the following:

- Compliance with all federal, state and local laws, codes and regulations.
- Timely notification to and communication with the City's contract administrator or designee of all issues. Contractor will provide oral notice of all issues, and when requested, written notice with suggested solutions.
- Coordination of service, installation, acquisition, warranty, financing, and contracts of all third-party equipment.
- Provide and coordinate best, competitive, third-party leased vehicle financing options, (approved by City) with inclusion to purchase the vehicle at any time during lease period or at lease end.
- Provide current, available vehicle upfit options for various vehicles within police fleet (e.g., patrol, support, community resource units).
- Weekly onsite maintenance of specialized equipment.
- Allow City to access Contractor's or third-party's place of business during normal business hours to inspect equipment or services for acceptance by the City pursuant to the terms of the contract and investigate the Contractor's qualifications and/or compliance with City standards or requirements.
- Allow City to conduct a complete inspection of completed vehicles to ensure that the vehicle meets specifications as provided by the Albany Police Department prior to vehicle/equipment acceptance and receipt of goods.

### **3.11 CHANGE ORDERS AND ADDITIONAL WORK**

The City may request the contractor to provide additional work and perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance, contracted for, provided, and billed separately to the City on a pre-arranged basis.

### **3.12 WORK PERFORMED BY CITY/OTHERS**

The contractor will coordinate with the City to implement each vehicle's proposed Project Schedule. Any specific duties the City will perform for the project shall be identified by the contractor. Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff.

- The City will provide contractor with detailed vehicle and specialized equipment needs.

- The City will do its utmost to provide a timely response regarding issues and questions that may arise.
- The City will reserve the right to initiate conferences with the contractor to review the work in progress at any time.
- Other than the onsite weekly maintenance, the City will be responsible for vehicle drop off and pick up at the contractor's location within a 30-mile radius of Albany.
- The City will provide weekly communication for onsite vehicle maintenance needs.

### **3.13 PLACE OF PERFORMANCE – LOCATION CHANGE**

Vehicle inspections and equipment maintenance will take place primarily at the Police facility located at: 2600 Pacific Boulevard SW, Albany. On occasion, and as appropriate, work will be performed at a third-party location, or any combination thereof.

### **3.14 PUBLIC SAFETY**

Public safety may require limiting access to police work sites, public facilities, and public offices, sometimes without advance notice. The contractor shall anticipate delays in such places and include the cost of delay in its costs. The successful contractor's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the contractor's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

### **3.15 PROJECT MANAGEMENT**

The contractor will provide diligent and consistent oversight and direction of the activities of the technician to ensure Project proceeds in a timely and efficient manner in accordance with the agreed upon Project Schedule. Contractor's response time for email communications with the City Representative shall be 24 hours or less, Monday-Friday, for the duration of the Project. Response time via phone shall be to Fleet Coordinator, Tim Sheridan, 541-704-2310, and shall be 24 hours or less, Monday-Friday.

### **3.16 PROJECT REVIEWS AND PROGRESS REPORTS**

Project work progress will be reported to the APD Contract Administrator on a regular basis to assure the vehicle purchase, upfit, and leasing arrangements are progressing as scheduled and in a timely manner.

### **3.17 ECONOMIC PRICE ADJUSTMENTS**

The resulting contract will be a fixed price contract with an economic price adjustment after year three and by request of the contractor. Any change in fees will be subject to a maximum increase in any one year for the period ending three months prior to the first day of the contract term, or three percent, whichever is lower, as posted in the U.S. Labor Statistics CPI-W, All Items, <https://www.bls.gov/cpi/latest-numbers.htm>.

## SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

### 4.1 SUBMITTAL PROCESS

Proposals must be submitted electronically to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by Wednesday, March 2, 2022, no later than 2:00 p.m. (Pacific Time). The email subject line should include the project name "Police Vehicle Lease/Purchase, Upfit, & Maintain."

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

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

### 4.2 PROPOSAL FORMAT

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

### 4.3 PROPOSER REPRESENTATIONS

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

### 4.4 JOINT PROPOSALS

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

### 4.5 PROPOSAL REQUIREMENTS

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

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

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

### **1. Introductory Letter**

- Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Terms and Conditions Agreement, Attachment A. Include a statement that the proposer agrees to perform all work outlined in the City's RFP and within the time periods established by the City.
- Name 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 email address, and telephone and fax numbers.
- List any exceptions to the City's Standard Terms and Conditions Agreement. If proposer is exempt from providing workers' compensation insurance, proposer shall note such exemption.
- Provide evidence of insurance by submitting a certificate of insurance meeting the insurance requirements.

### **2. Disclosure Statement**

- Provide a statement disclosing whether the contractor or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing products and/or services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.

### **3. Cost Proposal**

- Submit a completed Cost Proposal using Exhibit A.

### **4. Experience and Qualifications**

- Describe the firm's experience providing the required services and the length of time the firm has been in business providing the scope of work.
- Describe the employees' qualifications and experience providing the scope of work and duties as described in Section 3 to government agencies in the past five (5) years, within the Pacific Northwest (Oregon, Washington, and Idaho) i.e., coordination of services, installation, acquisition, leasing, warranty and contracts of all third-party equipment.
- Define the Project Team and key personnel proposed to work on the City contract and their roles.
- Describe experience providing maintenance of specialized equipment and list the types of specialized equipment.
- Describe your coordination and communication efforts with other service providers, how quality service was achieved, and how issues were resolved in a timely manner.

- Describe how you determine the most economical lease company, facilitate, and communicate information between the lease company and the City, and assist the Albany Police Department with the vehicle lease agreement.

### **3. Project Approach and Understanding**

- Provide a statement to describe your understanding of the work to be performed to meet APD's service values for this Project and describe how this will be achieved.
- List and describe the significant issues and concerns that need to be addressed.
- Detail the approach used to complete a vehicle purchase/lease and upfit of a police vehicle from start to finish, meeting the specifications given by the Albany Police Department, and at the best price.
- List and describe the process used to provide timely onsite weekly warranty work, requested repair, and maintenance on all specialized police vehicle equipment.

### **4. References**

- Provide four (4) references from customers, including government agencies, for whom the proposer is currently or has previously provided similar services, as defined in this RFP, within the last five (5) years, within the Pacific Northwest (Oregon, Washington, and Idaho). Include the contact names, phone number, email, and mailing address.
- List references on Exhibit F. References must be available and offer adequate information when contacted by the City for a reference check. Additional references may be contacted by the City at its discretion.

#### **4.7 ADDITIONAL ATTACHMENTS REQUIRED**

- Cost Proposal (Exhibit A)
- Proposal Certification (Exhibit B)
- Certification Statement for Corporation or Independent Contractor (Exhibit C)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D)
- Certification of Insurance Requirements (Exhibit E)
- References (Exhibit F)
- Employee Drug Testing Program Certification (Exhibit G)
- Employee Background Check Program Certifications (Exhibit H)

## **SECTION 5 – EVALUATION CRITERIA**

### **5.1 SELECTION PROCESS**

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

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

### **5.2 SELECTION REVIEW COMMITTEE**

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

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

### **5.3 EVALUATION CRITERIA**

The criteria listed below will be used to evaluate the proposal response to determine the apparent successful proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria, the requirements listed in the Scope of Work, Section 3, and the submittal requirements in Section 4.6 and 4.7. All scores for each proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score. Total possible points will be 100.

#### **5.3.1 INTRODUCTORY LETTER**

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

to the Agreement, if any.

- Provided a copy of the certification of insurance as evidence of proposer's insurance with the Introductory Letter meeting the City requirements.

### **5.3.2 DISCLOSURE STATEMENT**

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

### **5.3.3 COST PROPOSAL – EXHIBIT A**

- Submitted costs for all designated items on Exhibit A
- Included a detailed list of all related parts and supplies, if applicable.
- Costs are reasonable for services requested.

### **5.3.4 EXPERIENCE AND QUALIFICATIONS**

- Firm is well established (minimum 10 years) in the industry and demonstrates experience with government agencies.
- Staff are experienced in the industry, have a minimum of five years providing the services listed in Section 4.6.4, and indicated key personnel proposed to work on the City contract and their role(s).
- Adequate information to evaluate the employees' qualifications and experience providing vehicle lease/purchase, upfitting vehicles, and maintaining vehicles and specialized equipment to government agencies in the Pacific Northwest within the past five (5) years.
- Provided experience coordinating services, installation, acquisition, leasing, warranty and contracts of all third-party equipment.
- Defined how they facilitate, communicate, and coordinate services with leasing companies, third-party contracts, and with the APD for the services required in this RFP.

### **5.3.5 PROJECT APPROACH AND UNDERSTANDING**

- Described a clear understanding of the work to be performed and understands the Police Department's service values and indicated how they will be achieved.
- Described significant issues and concerns that need to be addressed.
- Described their approach and process to provide quality service for all service work in the RFP, including scheduling repairs and warranty, in a timely manner and at the best cost.

### **5.3.6 REFERENCES – EXHIBIT F**

- Submitted references on Exhibit F meeting requirements of Section 4. Proposer included the location and related services.
- Clients/customers' satisfaction with proposer's quality of service, customer service, and level of performance will be reviewed; Any indicators of poor-quality service require an explanation and a satisfactory remedy.
- City may incorporate past experiences with vendors as an additional reference to evaluate a proposer's qualifications and quality of work.

#### **5.4 EVALUATION CRITERIA SCORE GRID**

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

Introductory Letter	P/F
Disclosure Statement	P/F
Cost Proposal – Exhibit A	30
Experience and Qualifications	30
Project Approach and Understanding	25
References	15
Total Points Available	100

#### **5.5 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 capable to perform the services, and the second-ranked proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee. Contractor's scores will be totaled and ranked. Any proposer's response to this RFP will be considered de facto permission to the City of Albany to disclose the results, when completed, to selected viewers at the sole discretion of the City of Albany.

#### **5.6 NEGOTIATIONS**

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

#### **5.7 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 6 – CONTRACT REQUIREMENTS**

### **6.1 CONTRACT AWARD**

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, attachments, exhibits, proposer's response, clarifications, addenda, and statement of work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the sample Standard Terms and Conditions Agreement, Attachment A.

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

In addition, the proposer should indicate there is no conflict of interest or collusion on the part of the proposer's submission of a proposal for the services being solicited under this RFP, see Exhibit B, Proposal Certifications. If a potential conflict could be perceived to exist, then attach a letter of explanation disclosing the potential conflict or relationship.

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

### **6.2 INSURANCE REQUIREMENTS**

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

Proposer must submit documents certifying they can meet City insurance requirements: Commercial General Liability, Automobile Liability, and Garage Keepers Legal Liability Insurance. An overview of the Insurance Requirements is provided as Exhibit E and must be submitted by the proposer to acknowledge and accept the insurance requirements noted therein.

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

**EXHIBIT A - COST PROPOSAL**

In accordance with the Request for Proposal for Police Vehicle Lease/Purchase, Upfit, and Maintain, issued by the City of Albany, Oregon, the firm referenced below, hereby submits a Cost Proposal. Provide a detailed list of all related parts and supplies as an attachment to this proposal.

**Hourly Rate for Onsite Weekly Maintenance**

April 1, 2022 through March 31, 2023 \$ \_\_\_\_\_  
April 1, 2023 through March 31, 2024 \$ \_\_\_\_\_  
April 1, 2024 through March 31, 2025 \$ \_\_\_\_\_

**Flat Rate for Drive Time to Onsite Weekly Maintenance (if applicable)**

April 1, 2022 through March 31, 2023 \$ \_\_\_\_\_  
April 1, 2023 through March 31, 2024 \$ \_\_\_\_\_  
April 1, 2024 through March 31, 2025 \$ \_\_\_\_\_

**Hourly Rate for Upfit of Vehicles**

April 1, 2022 through March 31, 2023 \$ \_\_\_\_\_  
April 1, 2023 through March 31, 2024 \$ \_\_\_\_\_  
April 1, 2024 through March 31, 2025 \$ \_\_\_\_\_

**Percent Markup\* on Equipment Purchase**

April 1, 2022 through March 31, 2023 \$ \_\_\_\_\_  
April 1, 2023 through March 31, 2024 \$ \_\_\_\_\_  
April 1, 2024 through March 31, 2025 \$ \_\_\_\_\_

\*over wholesale equipment prices

**Total Maximum Hours to Build Patrol Vehicle as Described in RFP\***

April 1, 2022 through March 31, 2023 \_\_\_\_\_ HOURS  
April 1, 2023 through March 31, 2024 \_\_\_\_\_ HOURS  
April 1, 2024 through March 31, 2025 \$ \_\_\_\_\_ HOURS

\*as described in RFP

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.

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

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

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

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

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

## EXHIBIT B – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

### **Certifications**

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

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

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

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

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

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

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

### **Signature Block**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state, or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, 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)*

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

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

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

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

## EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below.  
Evidence of Insurance should be provided.

**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.)

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

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

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

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

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

A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

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

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

**Signature Block:**

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

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

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

## EXHIBIT F - REFERENCES

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

Provide complete references with telephone numbers and email below. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

### REFERENCE 1

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

\_\_\_\_\_  
Phone

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

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

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

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

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

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

### REFERENCE 2

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email

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

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

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

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



**REFERENCE 3**

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email

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

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

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

**REFERENCE 4**

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email

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

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

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

## EXHIBIT G – EMPLOYEE DRUG TESTING CERTIFICATION

The City requires that proposers demonstrate and disclose to the City of Albany that he/she has an Employee Drug Testing Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the proposer does hereby certify and confirm that, as the proposed contractor for City of Albany's project, **Police Vehicle Lease/Purchase, Upfit, & Maintain**, he/she has an Employee Drug Testing Program in place that is consistent with and satisfies the intent of the requirement referenced above.

**CONTRACTOR:** \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT H - EMPLOYEE BACKGROUND CHECK PROGRAM CERTIFICATION

The City requires that proposers demonstrate and disclose to the City of Albany that he/she has an Employee Background Check Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the proposer does hereby certify and confirm that, as the proposed Contractor for the City of Albany's project, **Police Vehicle Lease/Purchase, Upfit, & Maintain**, that he/she has an Employee Background Check Program in place that is consistent with and satisfies the intent of the requirement referenced above.

**CONTRACTOR:** \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A – *SAMPLE CONTRACT***  
**STANDARD TERMS AND CONDITIONS**  
**FOR AGREEMENT TO FURNISH POLICE VEHICLE LEASE/PURCHASE/UPFIT &**  
**EQUIPMENT MAINTENANCE**  
**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 all services for the lease/purchase of police vehicles, upfit of police vehicles, and maintenance of specialized equipment for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The contract term is for three years, beginning April 1, 2022, with the option to renew for three additional, one-year terms upon agreement by both parties. This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Request for Proposals, including Exhibits, Attachments, and Proposal Response.

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

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

**ARTICLE I I : RESPONSIBILITIES OF CONTRACTOR**

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

the ability to meet or exceed all federal, state, and local laws, codes, and regulations.

- D. Key Personnel/Lead Contractor. \_\_\_\_\_ will serve as the lead contractor to the City of Albany for the goods and services described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- E. Documents/Work Products Produced. CONTRACTOR agrees that all documents and work products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of the CITY, with an unlimited, royalty free license for CITY use, and will be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Law. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONTRACTOR must ensure that each of its subcontractors complies with these requirements.
- H. Record Retention and Review. The CONTRACTOR must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of the CONTRACTOR to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONTRACTOR. The CONTRACTOR will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONTRACTOR will be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. CONTRACTOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONTRACTOR invoices via

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

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

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

- M. Preference for Recycled Materials. As required by ORS 279A.125, CONTRACTOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five (5) percent.

- N. Compliance with Tax Laws. CONTRACTOR certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

- O. Communicable Diseases. CONTRACTOR understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONTRACTOR could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONTRACTOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONTRACTOR'S participation.

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

### **ARTICLE IV: MODIFICATIONS**

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

### **ARTICLE V: COMPENSATION**

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

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

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

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

## **ARTICLE VI: INDEMNIFICATION**

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

## **ARTICLE VII: INSURANCE**

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

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

Coverage must be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability:** Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles; and providing Garage Liability coverage for City vehicles driven while in service with Contractor.
3. **Workers' Compensation:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. **Garage Keepers Legal Liability:** Coverage for vehicles and equipment left for service, repair, storage or safekeeping.

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

CONTRACTOR must maintain limits no less than:

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

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

2. **Automobile Liability:** \$2,000,000 Per Occurrence
3. **Employers Liability:** \$1,000,000 Each Accident  
\$1,000,000 Disease Aggregate



\$1,000,000 Disease Each Employee

4. **Garage Keepers Legal Liability:** \$250,000 combined single limit per location

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

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

### **D. Other Insurance Provisions**

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

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

### **ARTICLE VIII: ASSIGNMENT**

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

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

### **ARTICLE IX: INTEGRATION**

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

modified or altered except in writing as specified in Article IV.

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

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

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

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

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

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

work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONTRACTOR will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.

- G. Upon termination, CONTRACTOR must provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONTRACTOR'S possession at the time of termination or received later.

### **ARTICLE XIII: NOTICES**

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

City:

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

With copy to:

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

### **ARTICLE XIV: FORCE MAJEURE**

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

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

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

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

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

### **ARTICLE XVII: CONSTRUCTION**

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

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

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

**ARTICLE XIX: COURT OF JURISDICTION**

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

**ARTICLE XX: EFFECTIVE DATE**

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

**ARTICLE XXI: ELECTRONIC SIGNATURES**

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

**POLICE VEHICLE LEASE/PURCHASE, UPFIT, AND MAINTAINANCE AGREEMENT:**

**CONTRACTOR:**

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Email

\_\_\_\_\_

Social Security No. (if individual)

\_\_\_\_\_

Tax Identification No. (if incorporated)

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

**CITY OF ALBANY, OREGON:**

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

By: \_\_\_\_\_  
Marcia Harnden, Police Chief

APPROVED AS TO FORM:

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

## **ATTACHMENT B – DEFINITIONS**

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

APD means Albany Police Department.

CITY, OWNER means the City of Albany, Oregon.

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

COBID means Certification Office for Business Inclusion and Diversity.

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

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

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

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

Disadvantaged Business Enterprise Program includes firms that are certified as a DBE from the Certification Office for Business Inclusion and Diversity, or COBID.

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

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

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

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

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

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

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

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

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

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