



# CITY OF ALBANY, OREGON

## POLICE DEPARTMENT

COA RFQ #220917

# REQUEST FOR QUOTATIONS

## FOR

# Albany Police Department (APD) Laundry Services

**Issue Date:** September 12, 2022

**Due Date:** September 27, 2022, 2:00 p.m. (Pacific Time)

**Police Chief** ..... **Marcia Harnden**  
**Senior Administrative Supervisor**..... **Diana Eilers**  
**Purchasing Coordinator** ..... **Diane M. Murzynski, CPP, CPPO, CPPB**

**For more information regarding this Request for Quotations,  
contact Diana Eilers at 541-917-3202.**

**CITY OF ALBANY, OREGON**

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## BIDDER'S SUBMITTAL CHECKLIST

Quotations must be emailed by the time and date designated in this Request for Quotations (RFQ). It is the responsibility of the bidder to email the quotation by the indicated deadline to the designated location. NO quotations will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.).

Considering both entities servers, routers, and fire walls, Quotation Responses must be received into the City's email repository system by the date and time required. The City is not responsible for late or mishandled delivery. Bids received after the designated closing time will be determined nonresponsive and will not be accepted. Failure to acknowledge any addenda could result in the disqualification of your bid.

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

The following should be received to be considered responsive:

- Price Quotation (*Exhibit A*)
- Bidder's Declaration and Understanding (*Exhibit B*)
- Certification for Corporation or Independent Contractor (*Exhibit C*)
- Bidder Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit D*)
- Certification of Insurance Requirements (*Exhibit E*)
- Employee Drug Testing Program Certification (*Exhibit F*)
- Employee Background Check Program Certification (*Exhibit G*)
- Evidence of Insurance
- Acknowledgement of all addenda on Bidder's Declaration and Understanding, if applicable

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



**CITY OF ALBANY, OREGON**  
**REQUEST FOR QUOTATIONS (RFQ)**  
**Police Laundry Services**

Quotations due by 2:00 p.m. (Pacific Time), Tuesday, September 27, 2022

Notice is hereby given that the City of Albany ("City") is requesting quotations from qualified contractors to provide laundry services, which may include but are not limited to pick-up, delivery, dry cleaning, alterations, pressing, laundering towels, and mending uniforms to the Albany Police Department for three years with an option to extend the contract for two additional one-year terms.

The City will provide all prospective bidders with all addenda and clarifications by email. Prospective bidders are solely responsible for acknowledging all addenda, if applicable, with their quotation response. For questions or clarifications regarding this RFQ contact Diane Murzynski, CPPO, Purchasing Coordinator, at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net).

Quotation responses must be submitted to the following email [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than 2:00 p.m., (Pacific Time), Tuesday, September 27, 2022. The email subject line should include the project name "Albany Police Department Laundry Services". Submittals will be considered time-stamped and received by the City when received in the procurement email inbox.

The City may reject any quotation response not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all quotations 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. All quotes are valid for 90 days.

DATED THIS 12TH DAY OF SEPTEMBER 2022.

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

Diane M. Murzynski, CPP, CPPO, CPPB  
Purchasing Coordinator

## **SECTION 1 – SCOPE OF WORK**

### **1.1 PROJECT INTRODUCTION**

The City requires a contractor to provide laundry services to the Albany Police Department for dry cleaning and other related laundry services, which may include but are not limited to pick-up, delivery, dry cleaning, alterations, pressing, laundering towels, and mending uniforms.

There are approximately 90 uniformed personnel that are authorized to have one uniform (pants and one long or short-sleeved shirt) dry-cleaned per week, totaling four uniforms per month, per person. Department may require Gortex rain jackets, liners, and rain pants cleaned, as needed. The department also has tablecloths, bath towels, shop rags, and bar towels to be laundered, as needed.

### **1.2 REQUIRED SERVICES**

Supply laundry bags for the Police Department to store soiled items until laundry pick-up is made.

Provide pick-up and delivery services five days a week, Monday-Friday, during the hours of 8:00 a.m. to 4:00 p.m., with a maximum of a two-day turnaround time for cleaned uniforms. City may alternate or supply pick-up and delivery services, if needed.

Delivery must be made to a designated locker area. Cleaned clothing must be on hangers covered with plastic and labeled for individual identification.

Submit billed services to the City with each monthly statement detailing employee name, tag numbers, description of articles cleaned/altered, dates of service, and cost.

Maintain and provide proof of a motion-sensing intrusion alarm and fire alarm system at the laundry or uniform storage facility that utilizes a dispatched reporting system to emergency services.

Comply with any and all municipal, state, and federal environmental quality laws that govern dry cleaning businesses. This includes furnishing any requested compliance documentation.

### **1.3 CONTRACT TERM**

The contract term resulting from this RFQ will be for three years, beginning December 1, 2022, through November 30, 2025, with an option to extend two additional one-year terms. If the City elects to renew the contract, a written notice will be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so. Contract extensions will be for the same terms as the original agreement, subject to renegotiation of compensation based on Section 1.4.

### **1.4 ECONOMIC PRICE ADJUSTMENT**

Contractor may request from City price adjustment consideration. 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>.

## **1.5 MINIMUM QUALIFICATIONS**

All laundry service contractors must be licensed, bonded, and insured in the State of Oregon.

## **1.6 CONTRACTORS' EMPLOYEES**

All personnel employed by the contractor must present a neat appearance and be courteous. The City and the contractor will notify the other of any complaints received within 24 hours. The contractor will utilize employees who can perform the work described in the scope of services. At the request of the City, the contractor will replace for just cause any abusive, or disorderly person employed by the contractor. Contractor must follow all Oregon Health Authority (OHA), Occupational Safety and Health Administration (OSHA) and City of Albany guidelines and requirements.

Contractor's employees should wear an easily identifiable identification (ID) security card/badge, with photo attached preferably, so individual is readily identifiable as an employee of the contractor. The City in its discretion may refuse to allow a person to enter or remain on the property who is not wearing/carrying an ID card/badge, and/or the City is unable to verify contractor's employees' identity.

## **1.7 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR**

The City's Representative will have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract, and to reject all work that does not conform to the Contract Documents. The City Representative will be Senior Administrative Supervisor Diana Eilers, [diana.eilers@cityofalbany.net](mailto:diana.eilers@cityofalbany.net), 541-917-3202.

## **1.8 INCREASE OR DECREASE IN SERVICES**

The City shall have the option to increase or decrease services and may request contractor to provide additional work and perform special projects for the City. All change orders to the contract will be negotiated and in the form of an amendment to the contract and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price as a result of the increase or decrease in the scope of work. The amendment shall be executed by both parties. Special projects will be billed separately to the City of Albany.

## **1.9 COMMUNICATION**

The City anticipates regular communication and coordination with City staff to discuss situations and evaluate processes, security needs, issues, public concerns, and adjustments that may be necessary. City reserves the right to request written status reports, if needed, should a situation arise that warrants written documentation to support an issue, or public concern.

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

The contractor will coordinate with the City to implement the needed service schedule. Any specific duties the City will perform for the work must be identified by the contractor. At all times, the City will do its utmost to provide timely responses regarding all service issues and questions that might arise.

### **1.11 WORK SCHEDULE**

The City expects the contractor selected for award of contract to be available to start work as soon as a contract is executed. The work schedule for the required services will be the City's normal business hours of 8:00 a.m. and 5:00 p.m. Hours outside of this time may be needed for rare situations. City will provide notice to contractor of anticipated needs prior to 5:00 p.m. the prior business day, unless it is unavoidable due to unforeseen circumstances.

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

The City requires all Contractors to provide assurances that they have an employee drug testing program in place and that for all employees working on City of Albany contracts have been tested and contractor conducts 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. City reserves the right to audit drug testing program reports periodically for compliance. Contractor must designate that they participate in an Employee Drug Testing Program. Contractor may be required to provide additional testing should City make a request due to a public concern.

### **1.13 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 City of Albany contracts 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. City reserves the right to audit background check reports periodically. Contractor must certify that Contractor participates in an Employee Background Check Program.

## SECTION 2 – GENERAL PROCUREMENT REQUIREMENTS

### 2.1 PROCUREMENT METHOD

The City is conducting this RFQ pursuant to ORS 279B.070. Federal funding is not being used.

### 2.2 ISSUING OFFICE

The City Purchasing Coordinator will issue the Request for Quotations document and will be the sole point of contact regarding procurement processes. All questions regarding this RFQ shall be provided in writing and directed as follows:

#### Procurement Questions

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

#### Scope of Work

City of Albany  
Police Department  
Diana Eilers  
Senior Administrative Supervisor  
[diana.eilers@cityofalbanynet](mailto:diana.eilers@cityofalbanynet)  
541-917-3202

### 2.3 RFQ SCHEDULE

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

RFQ Issued	September 12, 2022
Quotation Due	September 27, 2022, 2:00 p.m.
Contract Award and Execution	October 17, 2022
Begin Contractual Services	December 1, 2022

### 2.4 AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible contractor based on the lowest total amount quoted, as determined by the City of Albany, based on the City's sole and absolute judgment to best serve its interest taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. The City has the right to reject all quotes not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all quotes in whole or in part when the cancellation or rejection is in the best interest of the City.

### 2.5 INVOICES

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

City of Albany  
Attn: Accounts Payable  
P.O. Box 490  
Albany, Oregon 97321



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

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

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

The contractor shall provide all labor, equipment, and supervision necessary to perform the scope of services described in this RFQ. The parties intend that contractor, in performing the services specified in this contract, shall act as an independent contractor, and shall have the control of the work and the manner in which it is performed. 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.

## **2.7 INSURANCE REQUIREMENTS**

Contractor must meet the requirements outlined in the Standard Terms and Conditions Agreement, Section VII and as outlined in the Insurance exhibit attached. Contractor must be covered by workers' compensation Insurance, which will extend to and include work in Oregon. If contractor is exempt from Workers' Compensation, contractor should indicate it with their Quotation Response.

## **2.8 RECIPROCAL PREFERENCE LAW**

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

## EXHIBIT A - PRICE QUOTATION

All offers must be submitted on this form with your best price for the services described herein. All items must be bid to be considered responsive. If "other fees/charges" are included, describe and itemize costs on a separate page.

SERVICE DESCRIPTION	PRICE PER ITEM/SERVICE	SERVICE DESCRIPTION	PRICE PER ITEM/SERVICE
<b>Dry cleaning/Laundry:</b>		<b>Alterations:</b>	
Shirt*	\$	Hem Pants	\$
Pant*	\$	Alter Shirt Sleeves	\$
Winter Jacket	\$	Tapering Pants	\$
Jacket Liner	\$	Apply Patches	\$
Tie	\$	Replace Zippers	\$
Coveralls	\$	Gortex rain pants/shirt	\$
Blazer	\$	Other:	\$
Polo Shirt	\$	Other:	\$
Tablecloths	\$	Other:	\$
Bath Towels	\$	Other:	\$
Pickup/Delivery charge Per Visit	\$	Water Repellant application to winter jacket and/or pants	\$
Other fees/charges	\$	Other fees/charges	\$

See Section 1.2 for potential use per month.

\*Award to lowest responsive, responsible bidder, based on price, as well as experience, expertise, product functionality, and suitability for a particular purpose. Preference may be given to lowest cost for shirts and pants. All quotes are firm for 90 days and must be provided in U.S. Dollars.

I hereby certify that the undersigned is authorized to represent the firm stated below and empowered to submit this quotation response, and if selected agree to furnish services in accordance with the RFQ. In addition, all City of Albany requirements, including insurance, have been reviewed and are incorporated in this quote.

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

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

## **EXHIBIT B - BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned Bidder declares that the requirements of the Request for Quotation have been carefully examined; the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved, including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of this RFQ; and the Bidder's quotation is made according to the provisions and under the terms of this RFQ.

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

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. By submitting a quote, the Bidder specifically certifies, under penalty of perjury, that the Bidder has not discriminated 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 undersigned Bidder 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 Bidder, potential Bidder, 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 Bidders or potential Bidders, or to secure through any unlawful act an advantage over other Bidders or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Bidder without consultation with other Bidders or potential Bidders or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Bidders or potential Bidders on the part of the Bidder, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Offers received in response to an intermediate procurement conducted pursuant to ORS 279B.070 are identical if the offers equally best serve the interests of the City in accordance with 279B.070(4). If the City determines that one or more bids are identical, the City will award a contract in accordance with the procedures set forth in OAR 137-046-0300. Tiebreaker preference for identical quotes will be awarded on the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Oregon, and 2) Drawing lots among the identical Offers. The City will provide the Bidders who submitted the identical bids notice of the date, time, and location of the drawing of lots and an opportunity for these Bidders to be present when the lots are drawn.

The Bidder covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A and B, as though each obligation or condition were set forth fully herein. In addition, the Bidder agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question, including Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts, if applicable and if federal funding is used.

By submitting a response to this solicitation, Bidder 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, 279B.225, and 279B.230.

As required by ORS 279B.235, Bidder 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 based on an employee's membership in a protected class. Bidder'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. Bidder may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

The Bidder further 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.

Bidder, and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628. Bidder 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 Bidder fails to complete and return the W-9 to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.

The City may reject all bids not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all bids in whole or in part when the cancellation or rejection is in the best interest of the City. The City will award a contract to the Bidder whose bid will best serve the interests of the City, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and Contractor responsibility under ORS 279B.110.

Bidder 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 they could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. **BIDDER 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 Bidder's participation.

Bidder certifies that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal or state department or agency.

The Bidder and each person signing on behalf of the Bidder certifies they do not have a personal or organizational conflict of interest. Proposer certifies they have not participated in drafting the scope of work or writing specifications required for the project. In the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by all related contract documents.

The Bidder agrees that bid may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.

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 will 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/their best efforts to obtain the annual appropriations required to authorize said payments.

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

**Reciprocal Preference Law** – Residency (check one box  Resident Bidder (Oregon)  Non-Resident Bidder

**Addenda Acknowledgement** – No. \_\_\_\_ Dated \_\_\_\_ No. \_\_\_\_ Dated \_\_\_\_ No. \_\_\_\_ Dated \_\_\_\_

**Signature Block**

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

Contractor Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

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

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

Business 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 must be provided with Quotation. Coverages underlined AND marked with an "X" as "Required" are mandatory. Please do not alter this form.

**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 below: \_\_\_\_\_

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

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

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

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

**Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.** Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

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

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

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

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

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



**Garage Keepers Legal Liability** covering vehicles and equipment left for service, repair, storage or safekeeping, with a **combined single limit of not less than \$500,000 per location.**

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

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

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

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

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

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

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

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

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

**Signature Block:**

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

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

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

## EXHIBIT F – EMPLOYEE DRUG TESTING PROGRAM 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, **APD Laundry Services**, 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 G - 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, **APD Laundry Services**, 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**  
**AGREEMENT TO FURNISH APD LAUNDRY SERVICES**  
**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 "VENDOR", agrees to provide Laundry Services to the Albany Police Department (APD), for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as "CITY".

The term of this Agreement will be for three years, beginning December 1, 2022, through November 30, 2025, with an option to extend two additional one-year terms.

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, Request for Quotations, including Exhibits, Attachments, and Quotation Response.

The CITY will assist VENDOR 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 VENDOR and CITY will not be construed to exceed those services and duties specifically set forth in this Agreement.

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

**ARTICLE II: RESPONSIBILITIES OF VENDOR**

- A. Notice to Proceed. VENDOR 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 must be in the form of a written amendment as defined in Article IV.
- B. Scope of Service. VENDOR agrees to provide services as defined in this Request for Quotations to the satisfaction of CITY.
- C. Level of Competence. VENDOR will provide services with the degree of skill, level of competence and diligence normally employed by vendors in good standing and engaged in the same type of service and other work products furnished under this Agreement. VENDOR 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. VENDOR must demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.

- D. Key Personnel. \_\_\_\_\_ will serve as the contact for VENDOR to the City of Albany under the terms of this Agreement. Any change in the designation of this role must be approved by CITY.
- E. Documents/Work Products Produced. VENDOR agrees that all documents and work products produced by VENDOR 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 CITY, with an unlimited, royalty free license for CITY use, and will be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Contracting Law. VENDOR 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, VENDOR 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. VENDOR, 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. VENDOR must ensure that each of its subcontractors, if applicable, complies with these requirements.
- H. Record Retention and Review. VENDOR 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 VENDOR to inspection, review, or audit by personnel duly authorized by CITY upon reasonable advance written notice from CITY to VENDOR. VENDOR must 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. VENDOR will be responsible for any audit exceptions or disallowed costs incurred by VENDOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. VENDOR, 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. VENDOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of CITY's obligation to make payment. If VENDOR fails to complete and return the W-9 to CITY, payment to Vendor may be delayed, or CITY may, in its discretion, terminate the contract.
- K. ACH Direct Payment Authorization. CITY prefers to pay Vendor invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely,

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

- L. Pay Equity Compliance. As required by ORS 279B.235, VENDOR must comply with ORS 652.220 and must not unlawfully discriminate against any of Vendor'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. Vendor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles CITY to terminate this Agreement for cause.
- M. Preference for Recycled Materials. As required by ORS 279A.125, VENDOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- N. Compliance with Tax Laws. VENDOR 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. VENDOR 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 Vendor could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. VENDOR 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 Vendor's participation.
- P. Debarment and Suspension. VENDOR certifies that during the term of an award of contract by CITY resulting from the procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal or state department or agency.
- Q. Conflict of Interest. VENDOR will prohibit any employee, governing body, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided under this agreement. VENDOR must disclose in a timely manner and in writing to CITY all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement.

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

- A. Authorization to Proceed. CITY will authorize VENDOR upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from VENDOR 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, Quotations, and other documents presented by VENDOR, obtain advice of an attorney, accountant, auditor, and other Vendors 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 VENDOR.

#### **ARTICLE IV: MODIFICATIONS**

CITY or VENDOR 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 must 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 services procured in Article I in accordance with the compensation provisions set forth in the submitted Quotation Response.

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) and department Representative.

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

Notwithstanding anything in this Agreement to the contrary, CITY's obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing CITY's biennial budget will include in the budget for each fiscal year the amount of 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**

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

**ARTICLE VII: INSURANCE**

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

**A. Minimum Scope of Insurance**

Coverage must be at least as broad as:

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

**B. Minimum Limits of Insurance**

VENDOR must maintain limits no less than:

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

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

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

**C. Insurance Requirements for Subcontractors**

Should VENDOR subcontract any part of the Contract, VENDOR will require those subcontractors or affiliates, if not covered under VENDOR’s insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above.

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

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



expenses.

**E. Other Insurance Provisions**

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

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

**F. Excess/Umbrella Insurance**

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

**ARTICLE VIII: ASSIGNMENT**

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

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

**ARTICLE IX: INTEGRATION**

These terms and conditions and the attachments represent the entire understanding of CITY and VENDOR 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**

CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. VENDOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the progress of work. VENDOR may suspend work on the

project in the event CITY does not pay invoices when due. The time for completion of the work will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

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

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

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

- A. If CITY terminates pursuant to Article XI(A), CITY will pay VENDOR for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If CITY terminates pursuant to Article XI(B), CITY is entitled all remedies available at law or equity. In addition, VENDOR must pay CITY all damages, costs, and sums incurred by CITY as a result of the breach.
- C. If VENDOR justifiably terminates the Agreement pursuant to Article XI(B), VENDOR's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If CITY's termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and VENDOR will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, VENDOR's work product before the date of termination becomes property of CITY.
- F. In the event of termination, VENDOR 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 will not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. VENDOR 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, VENDOR must provide to CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in Vendor'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 must 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 CITY nor VENDOR 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, VENDOR agrees as follows: VENDOR 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. VENDOR 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.

# APD LAUNDRY SERVICES AGREEMENT:

## VENDOR:

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

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

Company Name

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.

CJIS means Criminal Justice Information Services.

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.

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.

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

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.

FOIA means Freedom of Information Act.

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

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

OAR means Oregon Administrative Rules.

OHA means Oregon Health Authority.

ORS means Oregon Revised Statutes.

OSHA means Occupational Safety and Health Administration.

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.

SAFETY DATA SHEET (SDS), formerly called Material Safety Data Sheets, is a detailed informational document prepared by the manufacturer or importer of a hazardous chemical and are one of many tools used to evaluate chemical hazards, potential health effects, chemical make-up, storage, use, handling, safe work practices and emergency procedures related to chemicals. SDS are required by OSHA to be stored with chemicals for employees' access.

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.