



COA-RFP #221021

REQUEST FOR PROPOSALS

FOR

ENGINEERING CONSULTANT SERVICES

ALBANY MUNICIPAL AIRPORT

Issue Date: Monday, October 17, 2022

Due Date: Tuesday, November 8, 2022, 2:00 p.m. (Pacific Time)

Public Works Director	Chris Bailey
Operations Manager	Kristin Preston
Transportation Manager	Robb Romeo
Purchasing Coordinator	Diane M. Murzynski, CPP, CPPO, CPPB

**For more information regarding this Request for Proposals,
email contracts@cityofalbany.net.**

CITY OF ALBANY, OREGON

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PROPOSER'S SUBMITTAL CHECKLIST

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

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

The following shall be received to be considered responsive:

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

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)

Engineering Consultant Services Albany Municipal Airport

Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, November 8, 2022

Notice is hereby given that the City of Albany (City), Oregon, is requesting proposals from qualified professional engineering consulting firms with specific expertise in aviation services for the design and management of environmental, architectural, engineering, and construction management development projects following the guidance of *FAA Airport Circular 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. The services required are for improvements to the Albany Municipal Airport with the selected Consultant are for a period of five years beginning January 1, 2023.

This procurement is being made in accordance with 2 CFR §§200.317-200.326, FAA AC 150-5100-14E, and ORS 279C.110. The agreement with the selected Consultant will be subject to the required contract provisions described in the AIP Grant documentation for Airport Improvement Programs and *Appendix II of Part 200 – Contract Provisions for Non-federal Entities Awarded Federal Contracts*. The Consultant and any subcontractors must adhere to these requirements and conditions resulting from this Contract.

The Request for Proposals can be downloaded from the City of Albany website at <https://www.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 Robb Romeo, Transportation Manager, at robb.romeo@cityofalbany.net, and Diane Murzynski, CPP, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net. To be added to the Plan Holders list, contact the Public Works Engineering Department at pw.quotes@cityofalbany.net.

Proposal responses must be submitted to Diane Murzynski, in the Finance Department, at procurement@cityofalbany.net, not later than 2:00 p.m. (Pacific Time), Tuesday, November 8, 2022. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "Engineering Consultant Services – Albany Municipal Airport".

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 17TH DAY OF OCTOBER 2022.

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

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

PUBLISH: Albany Democrat-Herald, on Monday, October 17, 2022
Daily Journal of Commerce, on Monday, October 17, 2022

SECTION 1 – GENERAL PROCUREMENT REQUIREMENTS

1.1 CITY BACKGROUND INFORMATION

The City of Albany is a municipal governmental entity providing a full range of services, including public transit; police and fire police protection; land use planning; sewer services; water services; construction and maintenance of streets, infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 54,935, 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 include Police, Fire, Parks & Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering & Operations, and Community Development.

The objective of requesting proposals is for the City to contract with a firm that can offer services at the highest quality of service at a cost representing the best value to the City. More information about the city is available at the following: <https://www.cityofalbany.net/> and [Albany Municipal Airport \(cityofalbany.net\)](#).

1.2 PROCUREMENT METHOD

The City will use a procurement and selection method based on competitive negotiation procedures for qualification-based selection (QBS). Responses to this RFP will be reviewed, scored, and ranked according to the criteria defined herein and in accordance with Oregon Administrative Rules 137-048-0220 and 2 CFR 200, specifically §§200.317-200.326 and the FAA Advisory Circular 150/5100-14E.

The most qualified consultant will be selected subject to negotiation of a fair and reasonable compensation. Under this method, the City may not consider price as an evaluation factor in determining the most qualified proposer. The consultant must comply with all contract provisions applicable in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and noted in the FAA Advisory Circular.

1.3 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.

1.4 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. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted no later than the date set forth in the RFP Schedule.

The City of Albany will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Purchasing Coordinator's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Any addenda will have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Albany managers, employees, or agents to the prospective proposers will not bind the City of Albany.

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

1.5 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.

1.6 CANCELLATION

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

1.7 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.

1.8 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.

1.9 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

- 1. Proposers must promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the solicitation documents.
- 2. Proposers requiring clarification or interpretation of the Contract Documents must make a written request for same to contracts@cityofalbany.net.
- 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.

1.10 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

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

1.11 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.

1.12 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, no later than the date listed in the RFP Schedule. Submittals will be reviewed upon receipt and will be answered in writing. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing.

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

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 PROPOSAL OWNERSHIP

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

1.18 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.

1.19 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.

1.20 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. By submitting a proposal, Proposer certifies, under penalty of

perjury, that the Proposer has not discriminated against minority, women, service-disabled veteran, or emerging small business enterprises certified under ORS 200.055 in obtaining any subcontracts as required by ORS 279A.110. The State of Oregon provides a certification directory for MWESB Vendors at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>. Proposers shall consider MWESB vendors for subcontracting opportunities.

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

1.21 PAY EQUITY COMPLIANCE

As required by ORS 279C.520, all proposers must comply with ORS 652.220 and will not unlawfully discriminate against any of proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

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

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

1.22 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>.

1.23 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. The City will not open proposals for public inspection until after the City has executed a contract, as provided for in ORS 279C.107.

1.24 PROTEST OF AWARD

A Proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, as defined in OAR 137-048-0240, 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 or higher ranked Bids are nonresponsive; (3) The City has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0220.

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

1.25 NONAPPROPRIATION

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

1.26 AGREEMENT

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

1.27 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.

1.28 INVOICES

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

City of Albany
Attn: Accounts Payable
P.O. Box 490, Albany, Oregon 97321
accountspayable@cityofalbany.net

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.

1.29 RECIPROCAL PREFERENCE LAW

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

SECTION 2 - SCOPE OF WORK

2.1 PROJECT DESCRIPTION

The City of Albany (City), Oregon, is requesting Statements of Qualifications from consulting engineering firms (Consultants) with specific expertise in aviation services for the design and management of environmental, architectural, engineering and construction management development projects following the guidance of [AC 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects](#) or the latest revised version. The City will select and retain one prime Consultant to provide professional engineering services for the Albany Municipal Airport. The City will be entering into an initial agreement for engineering and related services for a period of five (5) years.

The successful Consultant will be selected based on their qualifications as specified herein. Fee information will not be considered during the selection process. The resulting agreement shall be utilized on an as-needed or as-required basis; therefore, the City does not guarantee the successful Consultant an agreement value of any amount for services rendered under this contract. The City reserves the right to initiate additional procurement action for any portion of the prescribed services.

It is anticipated that this work will be accomplished in part with funds from the federal, State, and local funds. Since it is anticipated that these projects will be partially funded by federal grants, professional consultant services rendered for these projects must conform to all applicable requirements of federal, State, and City rules, regulations, and code. Moreover, this solicitation requires compliance with FAA Advisory Circular 150/5100-14E Architectural, Engineering and Planning Consultant Services for all Airport Grant Projects.

2.2 BUDGET

The City of Albany may use federal BIL and FAA, State Critical Oregon Airport Relief (COAR), and Oregon Department of Aviation grant funds, as well as City funding for payment of aviation engineering consultant services and for future projects assigned to the consultant as work orders under this contractual agreement.

2.3 CONTRACT TERM

The proposed term of this contract shall be from January 1, 2023, through December 31, 2027. The intent is to award a contract in December 2022. Services shall begin within seven (7) days after the receipt of the City's Notice to Proceed.

2.4 SCOPE OF WORK

The selected Consultant must be able to undertake the type of projects selected and aid in administration, pre-design studies, FAA processes, environmental and agency processes, production of the contract documents, construction management and other tasks required to complete the selected projects. One of the key tasks during this five-year cycle is to assist the City in oversight of the Master Plan Update.

The scope of work includes the design and construction of projects eligible under the Airport Improvement Program, state funding, or other funding sources that are identified and approved

by the City. The selected Consultant must be able to undertake the type of projects selected and assist in the administration of the selected projects.

The projects that may be accomplished, subject to available funding, include those described and cost estimates as follows:

Year	Project Name	Estimated Total Project Cost
2023	Install TW A Lighting; Install RW 16/34 PAPI; Rehabilitate TW A (Phase I – Design)	\$160,000.00
2023	FBO Improvements/Historic Hangar Rehab	\$225,000.00
2024	Install TW A Lighting; Install RW 16/34 PAPI; Rehabilitate TW A (Phase II – Construction)	\$1,700,000.00.
2025	Carry Over	
2025	T-Hangar(s) Rehabilitation	\$340,000.00
2026	Runway Rehabilitation	\$725,000.00
2026	NE Apron/SW Taxi lanes Rehab	\$330,000.00
2027	Fuel apron and helicopter landing pad (Phase I - Predesign)	\$170,000.00
2028	Fuel apron and helicopter landing pad (Phase I - Design & Construction)	\$3,650,000.00
Total Estimated Cost:		\$7,300,000.00

***Note: Red text indicates added projects using BIL funds.**

Listed below are other tasks and types of work that may be assigned over the term of the contract. Projects include those currently identified in the Airport's Capital Improvement Program and those that may be identified by the City. Other tasks are listed neither by chronological order nor by priority. Tasks which may be selected by the City and/or as approved by FAA for AIP grant projects:

1. Technical assistance with the Airport Master Planning update process
2. Pavement improvements: Runways, taxiways, aprons, taxi lanes, and vehicle movement areas. Vehicle movement improvements may include airside roads, street improvements, or other vehicle sites as designated
3. Environmental work required in accordance with applicable federal, State and local guidelines and regulations including FAA Advisory Circulars, the National Environmental Policy Act (NEPA), Oregon Department of State Lands, US Corps of Engineers, and Oregon Environmental Statutes
4. Airport Geographic Information Systems (AGIS)
5. Site improvements (drainage, storm water management, site work, and utility improvements)
6. Disadvantaged Business Enterprise (DBE) plans and goals

7. Capital Improvement Plans
8. FAA/ADO communication, process assistance, and forms review
9. Grant funding assistance
10. Planning assistance as required by FAA outside of a Master Plan
11. Project process and administration as required by FAA
12. NAVAID improvements
13. Airfield and facility lighting

2.5 PROJECT REVIEWS AND PROGRESS REPORTS

Project work progress will be reported to Robb Romeo, Transportation Manager, on a regular (weekly) basis. Comprehensive progress reports, including the planned Project Schedule versus the actual progress, shall accompany all billings submitted to the City. The Consultant shall submit a recommended report format for City review and approval. The reports and schedules shall be approved by the City as a condition of payment. The City reserves the right to require written status reports to ensure successful on-time and on-budget project implementation.

2.6 WORK PERFORMED BY CITY AND OTHERS

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

2.7 PROJECT DELIVERABLES

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

2.8 CONSULTANT'S EMPLOYEES

Consultant's employees should not represent to anyone they are an employee of the City. All personnel employed by the consultant shall present a neat appearance and be courteous to the public. Consultant may be required to attend City Council meetings either remotely or in person. The consultant will utilize employees who can perform the work described in the scope of services in the RFP. The City and the consultant will promptly notify the other of any complaints received within 24 hours. At the request of the City, the consultant shall promptly replace for just cause any

employee performing in an abusive or disorderly manner. Consultant must agree to follow all City required Oregon Health Authority (OHA) and OSHA COVID-19 guidelines.

2.9 INCREASE OR DECREASE IN SERVICES

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

2.10 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City 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. Robb Romeo, Transportation Manager, 541-917-7605, robb.romeo@cityofalbany.net.

The City 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.

SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS

3.1 ISSUING OFFICE AND SUBMITTAL LOCATION

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

Proposals must be submitted in non-editable PDF format to procurement@cityofalbany.net.

Submittal Address & Questions

City of Albany
Finance Department
Diane M. Murzynski, CPP, CPPO, CPPB
Purchasing Coordinator
333 Broadalbin Street SW, Albany, OR 97321
diane.murzynski@cityofalbany.net

Scope of Work

Robb Romeo
Transportation Manager
robb.romeo@cityofalbany.net

3.2 RFP SCHEDULE

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

RFP Advertised	October 17, 2022
Changes or Solicitation Protests	October 25, 2016, 12:00 p.m.
Last Date for Questions	October 28, 2022, 12:00 p.m.
Last Date for Addenda Issued	October 31, 2022, 12:00 p.m.
RFP Response Due.....	November 8, 2022, 2:00 p.m.
Evaluate Proposals.....	November 8-9, 2022
Optional Interviews	November 10, 2022
Notice of Intent to Award	November 14, 2022
Protest Period Ends.....	November 21, 2022, 12:00 p.m.
Begin Contract Negotiations	November 22, 2022
Council Award	December 14, 2022
Contract Begins.....	January 1, 2023

3.3 SUBMITTAL PROCESS

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

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the proposer to mislead the City may disqualify the proposer. Each proposer must provide: A clear understanding of the work to be performed, demonstrated by the

comprehensiveness and appropriateness of the proposal; and provide specific qualifications of prior work experience within a governmental environment.

3.4 PROPOSAL FORMAT

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

3.5 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.

3.6 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.

3.7 PROPOSED PROJECT TEAM

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

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

3.8 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

Proposers must describe their qualifications and commitment to providing the scope of work defined in Section 2 and include the following submittal requirements. Proposer shall include subconsultants as necessary to assure that their specific experience and qualifications are represented adequately in the scoring process.

1. Introductory Letter

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

2. Management Letter

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

3. Disclosure Statement

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

4. Project Team Qualifications

- Identify and provide qualifications for all pertinent Project Team members including the project manager, other key personnel, and all subconsultants included on the Team.
- Describe the Project Team's availability to perform the work described in the RFP.
- Identify proposed DBE consultants or subconsultants used for project work and their qualifications.
- Summarize the following for the key Project Team members:
 - Education, years of experience, professional licensure/registrations
 - Summary of directly related work experience and demonstrated expertise
 - Roles and responsibilities on this project
- Include relevant professional capabilities demonstrated on other projects, including mapping, graphic displays, and other methods for communicating project concept; include the application software used for mapping, graphic displays, and communication.

5. Project Experience with Similar Projects

- Provide similar projects in complexity and duration, describe the project work, the jurisdiction in which the work occurred, and performance history meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations, cost controls, and contract administration.
- Demonstrate recent experience in comparable airport/aviation projects and experience with projects funded by Federal Aviation Administration AIP grants.
- Include experience of key members of the proposed Project Team, including subconsultants, on similar projects; provide the date, description, location, and project construction costs.
- Demonstrate working relationship with FAA Seattle ADO.
- Summarize how any knowledge, understanding, and experience gained from past projects adds value to the efficiency, effectiveness and overall quality of the work being proposed for this project.
- Include any specific work experience on City of Albany projects.

6. Project Understanding to Deliver Scope of Work

- Present a clear and concise understanding of the overall project and its objectives based on the available information in this RFP.
- List and describe the significant issues and concerns that need to be addressed.
- Include an explanation of how a collaborative relationship with the City and subconsultant(s) will be established and the proposed best method for communication.
- Provide recommendations that may need to be considered to meet the City's needs or specific regulatory requirements.

7. Project Management and Project Approach

- Demonstrate capability and approach to meet schedules/deadlines without delays, cost escalations or overruns, and claims; quality control procedures; project management approach; and availability to proceed with work.
- Describe general or specific tasks that are important for prudent management and sequencing of the tasks. This includes work to be completed by subconsultant(s).
- Include recent, current, and projected workloads of the Project Team and demonstrate firm's ability to assign necessary resources and staffing to the City's project over the term of the contract for a successful project, on time and on budget. Include approach to ensure staffing is available to perform the work for the duration of the contract.

8. References

- Provide four (4) references from customers for whom the proposer is currently or has previously provided comparable services to the proposed design, planning and/or engineering projects defined in this RFP, within the last five (5) years.
- References must clearly demonstrate the type of services provided to customers and the length of service.
- References may be contacted to assist with the evaluation of proposer's experience, qualifications, and customer satisfaction with Proposer's delivery of services, key personnel and Project Team assigned to the required services.
- Provide each reference's complete information, including contact names, phone number, email, and mailing address, on Exhibit E.
- Additional references may be contacted by the City at its discretion.

3.9 ADDITIONAL ATTACHMENTS REQUIRED

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

SECTION 4 – EVALUATION CRITERIA

4.1 SELECTION PROCESS

The process to select a consultant will consist of a solicitation of proposals from all proposers interested in providing the required services described in this RFP. Proposers shall meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget in an efficient and cost-effective manner.

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

4.2 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. 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.

4.3 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. 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 200.

4.4 EVALUATION CRITERIA SCORING GRID

The criteria listed below will be used to evaluate and score proposals to determine the apparent successful proposer. Total possible points will be 200. Points will be weighted as follows:

Introductory Letter	P/F
Disclosure Statement	P/F
Management Letter	P/F
Project Team Qualifications	25%
Project Understanding to Deliver Scope of Work	25%
Project Team Experience with Similar Projects	25%
Project Management and Approach	15%
References	10%
TOTAL POINTS AVAILABLE	100% - 200 points

4.5 OPTIONAL INTERVIEWS

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

Consultants invited to the interview will be responsible for making and paying for their own travel arrangements, if applicable. There will be a possible 100 points attributed to interviews that will be weighted at 20%. A set of questions may be provided to the selected proposers prior to the interview date at the City’s discretion.

4.6 RANKING OF PROPOSALS

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

4.7 NEGOTIATIONS

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

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

4.8 CONTRACT AWARD

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

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

4.9 INSURANCE REQUIREMENTS

The successful proposer must be covered by commercial general liability, automobile liability, and professional liability. Proposer must be covered by workers' compensation insurance, which will extend to and include work in Oregon unless proposer is exempt from workers' compensation. Contractor shall indicate exemptions within the Introductory Letter. Proposer must provide evidence of insurance and endorsements and certify proposer can meet the City insurance requirements as defined in the RFP.

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

EXHIBIT A – PROPOSAL CERTIFICATIONS

RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

Certifications

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

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

Conflict of Interest The undersigned Proposer and each person signing on behalf of the Proposer certifies they do not have a personal or organizational conflict of interest. Proposer certifies they have not participated in drafting the scope of work or writing specifications required for the project.

In the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

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

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

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

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

Addenda Acknowledgement – No.(s) ___ Dated _____ No.(s) ___ Dated _____ No.(s)___ Dated _____

Signature Block

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

Contractor Name/Title

Telephone Number

Mailing Address, City, State, Zip

Tax Identification No.

Fax Number

Email Address

Contractor Signature

Date

EXHIBIT B –STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

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 C - RESPONSIBILITY CERTIFICATION

Failure of the Proposer to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify Purchasing 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:

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

The Proposer certifies to the best of its knowledge that:

- Contractor can perform the work by the date(s) indicated in the Contract Term.
- Contractor has experience with similar projects and had a satisfactory record of performance.
- Contractor has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or can obtain the resources and expertise, necessary to meet all contractual responsibilities.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Contractor Signature: _____ Date: _____

Name/Title _____

Company Name: _____

Phone: _____ Email: _____

EXHIBIT D – INSURANCE REQUIREMENTS

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

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 (Need Finance Insurance Review and Approval.)

Garage Keepers Legal Liability – Coverage for vehicles, including equipment and contents left in vehicles during storage or safekeeping. **Coverage must include 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.

Contractor must certify they have the ability to provide the above insurance requirements.

Signature Block:

Contractor’s Acceptance: _____ Date: _____

Company Name: _____

EXHIBIT E - REFERENCES

Proposer Name: _____

Provide complete reference information. 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

City, State Zip

Project Description: _____

REFERENCE 2

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address

Contract Term

City, State Zip

Project Description: _____

REFERENCE 3

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address

Contract Term

City, State Zip

Project Description: _____

REFERENCE 4

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Mailing Address

Contract Term

City, State Zip

Project Description: _____

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

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of _____, a professional engineering aviation consulting firm, hereinafter referred to as CONSULTANT, agrees to provide engineering and consultant services for the Albany Municipal Airport to the City of Albany, Oregon, a municipal corporation.

The term of this contract shall begin January 1, 2023, and run for five years, ending December 31, 2027. During the term of this contract, CONSULTANT, shall comply with 2 CFR §§200.317-200.326, *FAA Advisory Circular*, and Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

This is a retainer agreement that establishes standard terms and conditions for work that will be authorized by separate task orders. These task orders shall, as a minimum, establish the scope of services to be provided, compensation for these services and a schedule for completion. According to *FAA Advisory Circular - [AC 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects](#)*, Section 2.6.2(4), the services are limited to those projects that can reasonably be expected to be initiated within five years of the date the initial contract is signed by the CONSULTANT. The CONSULTANT must adhere to the requirements and conditions set forth in the *FAA Advisory Circular - [AC 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects](#)* for this Contract and any subcontracts, or related contracts resulting from this Contract.

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, *FAA Advisory Circular*, 2 CFR 200, Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, negotiated statement of work, cost proposal and deliverable schedule, addenda and clarifications, request for proposals, including all attachments and exhibits, and proposal response.

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

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

ARTICLE II: MODIFICATIONS

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

ARTICLE III: RESPONSIBILITIES OF CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. CONSULTANT 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.
- C. Lead Consultant. _____ shall serve as the lead consultant to CITY as described under the terms of this Agreement. Any change in the designation of this role must be approved by City.
- D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. Documents/Work Products Produced. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of CITY, with an unlimited, royalty free license for CITY use, and shall be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Record Drawings Preparation. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to CITY.
- G. Access to Records. CONSULTANT agrees to preserve and maintain for ten (10) years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties

under the terms of this contract. CONSULTANT further agrees that CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.

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

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

ARTICLE IV: RESPONSIBILITY OF CITY

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

unreasonably delay the services of CONSULTANT.

ARTICLE V: COMPENSATION

CITY agrees to pay for services procured in Article I in accordance with the compensation provisions in the attached Statement of Work and Deliverable Schedule.

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.

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

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

ARTICLE VI: INDEMNIFICATION

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

ARTICLE VII: INSURANCE

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

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

with respect to CONSULTANT's or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

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

ARTICLE IX: INTEGRATION

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

ARTICLE X: SUSPENSION OF WORK

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

ARTICLE XI: EARLY TERMINATION OF WORK

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

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

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

ARTICLE XIII: NOTICES

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

Notices must be addressed as follows:

City:

M. Sean Kidd
City Attorney
260 Ferry Street SW, Suite 202
Albany, Oregon 97321
sean@longdel.com

With copy to:

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

ARTICLE XIV: FORCE MAJEURE

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

ARTICLE XV: DISPUTE COSTS

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

ARTICLE XVI: CONFLICT AND SEVERABILITY

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

ARTICLE XVII: CONSTRUCTION

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

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE XIX: COURT OF JURISDICTION

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

ARTICLE XX: EFFECTIVE DATE

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

ARTICLE XXI: ELECTRONIC SIGNATURES

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

ENGINEERING CONSULTANT SERVICES – ALBANY MUNICIPAL AIRPORT

CONSULTANT:

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: _____
Chris Bailey, Public Works
Director

APPROVED AS TO FORM:

By: _____
M. Sean Kidd, City Attorney

ATTACHMENT B – DEFINITIONS

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

AC means Advisory Circular.

AGIS means Airport Geographic Information Systems.

AIP means Airport Improvement Program.

AWOS means Automated Weather Observing System.

BIL means Bipartisan Infrastructure Law.

CFDA means Catalog of Federal Domestic Assistance.

CFR means Code of Federal Regulations.

CIP means Capital Improvement Program.

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.

COAR means Critical Oregon Airport Relief.

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.

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.

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

FAA means Federal Aviation Administration.

FAA ADO means Federal Aviation Administration - Airport District Office.

FOIA means Freedom of Information Act.

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

NAVAID improvements mean Navigational Aid.

NEPA means National Environmental Policy Act.

NPE means Non Primary Entitlements.

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 and has not been debarred or disqualified by the Contracting Agency. When used alone, Responsible means meeting the aforementioned standards.

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

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

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

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

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

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

ATTACHMENT C – APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractors must certify to meet and abide by all applicable contract provisions as required by 2 CFR § 200.327 listed below for Projects that receive federal funding, in addition to the City of Albany's Standard Contract Terms and Conditions.

(A) Thresholds. Contracts for more than the simplified acquisition threshold, currently set at \$150,000, (City policy) which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act. As amended ([40 U.S.C. 3141-3148](#)), (exempted by ARPA-funded project rules). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension. (Executive Orders 12549 and 12689) A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials. 2 CFR § 200.323. Contractors and a non-Federal entity that is a state agency or agency of a political subdivision of a state must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Audit Requirements. 2 CFR §200.501 (Subpart F)

1. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
2. If contractor expends federal awards in excess of \$750,000 in a fiscal year, contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to City within 30 days of completion.
3. Contractor must save, protect and hold harmless City from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Contractor must also comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Contractor must comply, and ensure the compliance by subcontractors or subgrantees, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(N) Conflict of Interest. Contractor will prohibit any employee, governing body, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided under this agreement. Contractor must disclose in a timely manner and in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement.

(O) Domestic Preferences for Procurements, 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products lumber.

(P) Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment, 2 CFR § 200.216 and 200.471

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

4. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
5. See [Public Law 115-232](#), section 889 for additional information.