



CITY OF ALBANY, OREGON

POLICE DEPARTMENT

Solicitation RFQ #230513

REQUEST FOR QUOTATIONS

FOR

Police Vehicle Washes

Issue Date: Thursday, May 4, 2023

Due Date: Thursday, May 18, 2023, 2:00 p.m. (Pacific Time)

Police Chief **Marcia Harnden**
Business Manager **Diana Eilers**
Contracts & Procurement Officer **Diane M. Murzynski, NIGP-CPP, CPPO, CPPB**

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

CITY OF ALBANY, OREGON

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BIDDER'S SUBMITTAL CHECKLIST

Quotations must be received by the time and date designated in this Request for Quotations (RFQ). It is the responsibility of the bidder to email the quotation by the indicated deadline to the designated location. Should the bidder require an alternative to email, bidder must contact contracts@cityofalbany.net to schedule an alternate submission method.

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

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

The following should be received to be considered responsive:

- Price Quotation (*Exhibit A*)
- Bidder's Declaration and Understanding (*Exhibit B*)
- Certification for Corporation or Independent Contractor (*Exhibit C*)
- Responsibility Certification (*Exhibit D*)
- Insurance Requirements (*Exhibit E*)
- Evidence of Insurance, and Bondability Letter, if applicable
- Acknowledgement of all addenda on Bidder's Declaration and Understanding, if applicable

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



CITY OF ALBANY, OREGON REQUEST FOR QUOTATIONS (RFQ)

Police Vehicle Washes

Quotations due by 2:00 p.m. (Pacific Time), Thursday, May 18, 2023

Notice is hereby given that the City of Albany ("City") is requesting quotations from qualified vendors to provide exterior vehicle washes for the Albany Police Department at a car wash facility within the city limits of Albany. The police department fleet consists of 50 vehicles and averages 60 washes per month. The term of this service is for three years, beginning July 1, 2023, through June 30, 2026, with an option to extend the term for two additional, one-year terms.

For questions or clarifications regarding this RFQ, contact Diane Murzynski, NIGP-CPP, CPPO, Contracts & Procurement Officer, at diane.murzynski@cityofalbany.net, and Diana Eilers, Police Business Manager, at diana.eilers@cityofalbany.net.

Quotation responses must be submitted to Diane Murzynski, in the Finance Department, at procurement@cityofalbany.net, not later than 2:00 p.m., (Pacific Time), Thursday, May 18, 2023. The email subject line should include the project name "Police Vehicle Washes". Submittals will be considered time-stamped and received by the City when received in the procurement email inbox.

The City may reject any quotation response not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all quotations in whole or in part when the cancellation or rejection is in the best interest of the City and at no cost to the City. All quotes are valid for 120 days.

DATED THIS 4TH DAY OF MAY 2023.

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

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB
Contracts & Procurement Officer

Post: City of Albany Website

SECTION 1 – SCOPE OF WORK

1.1 REQUIRED SERVICES

The City is requesting quotations for vehicle washes at a car wash facility within the city limits of Albany. The fleet consists of 50 vehicles and has previously averaged 60 washes per month. The type of exterior washing required shall consist of an exterior cloth washing (a basic wash) of each police vehicle; or an upgraded wash, which may include waxing, clear coat protection, wheel and tire cleaning, etc.

The contractor shall bill the Albany Police Department on a monthly basis and document vehicles washed on Attachment C, Vehicle Wash Log Sheet. Upon each vehicle wash, the APD employee must acknowledge the wash at the time service is provided on the Vehicle Wash Log Sheet. Contractor shall send the Vehicle Wash Log Sheet with the monthly billing statement as verification of charges to support car wash facility use and ensure prompt payment.

1.2 CONTRACT TERM

The City's current provider's contract will expire June 30, 2023. The new contract term shall be for three years, beginning July 1, 2023, through June 30, 2026. This agreement may be extended for two additional, one-year terms at the option of the City. If the City elects to renew the contract, a written notice will be provided a minimum of sixty (60) days prior to the expiration of the current contract of its intent to do so. Contract extensions will be for the same terms as the original agreement.

1.3 CONTRACTOR'S EMPLOYEES

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

1.4 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

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

1.5 INCREASE OR DECREASE IN SERVICES BY CHANGE ORDER

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

SECTION 2 – GENERAL PROCUREMENT REQUIREMENTS

2.1 PROCUREMENT SOURCING METHOD AND FUNDING

The City is conducting this RFQ pursuant to ORS 279B.070. This Project will not use federal funds.

2.2 ISSUING OFFICE AND SUBMITTAL ADDRESS

The City Contracts & Procurement Officer will issue the Request for Quotations document and will be the sole point of contact regarding procurement and contracting processes.

Submittal Address:

City of Albany
Finance Department
Diane M. Murzynski, NIGP-CPP, CPPO, CPPB
Contracts & Procurement Officer
333 Broadalbin Street SW, Albany, OR 97321
diane.murzynski@cityofalbany.net

Quotation responses must be submitted to procurement@cityofalbany.net.

2.3 RFQ SCHEDULE

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

RFQ Issued	May 4, 2023
Last Day for Questions	May 12, 2023, 12:00 p.m.
Last Day for Addenda	May 15, 2023, 2:00 p.m.
Quotations Due	May 18, 2023, 2:00 p.m.
Contract Award and Execution	May 31, 2023
Contract Begins	July 1, 2023

2.4 CHANGES TO THE SOLICITATION DOCUMENTS BY ADDENDA

The City of Albany reserves the right to make changes to the RFQ by written addenda that will be made available to all interested bidders that are known by the City.

2.5 AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible contractor based on the lowest "Basic Wash" quoted, as determined by the City of Albany, based on the City's sole and absolute judgment to best serve its interest taking into account price, as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

The City has the right to reject all quotes not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all quotes in whole or in part when the cancellation or rejection is in the best interest of the City.

2.6 INVOICES

All invoices must include the Vehicle Wash Log Sheet and be submitted in writing. All invoices should be given by mail or email and sent to:

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

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

2.7 INDEPENDENT CONTRACTOR (ORS 670.600)

The contractor shall provide all labor, equipment, and supervision necessary to perform the scope of services described in this RFQ. The parties intend that the 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 provides its employees.

2.8 INSURANCE REQUIREMENTS

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

2.9 RECIPROCAL PREFERENCE LAW

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

EXHIBIT A – PRICE QUOTATION

Police vehicle washes average 60 per month. Provide a price quotation on this form based on these average washes. Use an additional page, if needed, for explanation or itemization.

Vehicle Wash	Unit of Measure	Quantity	Price	Total Cost U.S. \$
*Basic Wash	Per Each	1		\$
List all services included in the "Basic" Wash:				
Upgraded Wash	Per Each	1		\$
List all services included in your "Upgraded" Wash:				
Other Wash, if applicable	Per Each	1		\$
List all services included for additional types of "Other" Wash:				

All items must be bid on to be considered responsive, unless not applicable, Please state N/A.

*Award to lowest responsive, responsible bidder, based on price of "Basic Wash".

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

Company Name: _____ Phone: _____ Fax: _____

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

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

Signature: _____ Title: _____

Date: _____ Email: _____

EXHIBIT B – BIDDER’S DECLARATION AND UNDERSTANDING

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

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

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

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

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

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

By submitting a response to this solicitation, Bidder agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation will include the following laws of the State of Oregon and are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.225, and 279B.230.

As required by ORS 279B.235, Bidder must comply with ORS 652.220 and will not unlawfully discriminate against any of contractor's employees in the payment of wages or other compensation for work of comparable character based on an employee's membership in a protected class. Bidder's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this Contract for cause. Bidder may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

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

Bidder, and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628. Bidder agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the Bidder fails to complete and return the W-9 to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.

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

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

Bidder certifies that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation by any federal, local, or state department or agency.

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

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

Work Furnished The undersigned hereby submits this Response to furnish all work, services, systems, materials, equipment, 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 Bidder (Oregon) Non-Resident Bidder

Addenda Acknowledgement – No. ___ Dated ___ No. ___ Dated ___ No. ___ Dated ___

Signature Block

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

Contractor Business Name: _____ Phone: _____ Fax: _____

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

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

Signature: _____ Title: _____

Date: _____ Email: _____

EXHIBIT C – CERTIFICATION FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

Signature: _____

Title: _____ Date: _____

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

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

1. 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.
5. Contractor is customarily engaged as an Independent Contractor if at least three of the following statements are true.

C. Independent Contractor

You must check at least three to establish that you are an Independent Contractor.

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

Contractor Signature: _____

Name/Title: _____ Date: _____

EXHIBIT D –RESPONSIBILITY CERTIFICATION

Failure to complete and sign this form may result in the rejection of the submitted offer. The Bidder will notify Procurement within 30 days of any change in the information provided on this form. Bidder must check all applicable boxes to reflect compliance.

The Bidder 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 Bidder certifies to the best of its knowledge that:

- Contractor can perform the work as indicated in the RFP for the Contract Term.
- Contractor has experience with similar projects and has 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.
- Contractor has not been debarred or suspended by any federal, state, or local agency; Contractor is not listed on the State of Oregon's Ineligible Contractor's list; Contractor is not listed on the SAM Exclusion list.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Signature: _____ Date: _____

Name and Title _____

Business Name: _____

Phone: _____ Email: _____

EXHIBIT E –INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at contractor's expense the insurance noted below. Evidence of Insurance must be provided with a Quotation. Coverages underlined AND marked with an "X" as "Required" are mandatory.

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. If Contractor is exempt, provide qualified reason in the Introductory Letter. 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. **The combined single limit per occurrence shall not be less than \$2,000,000. The 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 the 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.
- If this box is checked, the limits shall be \$2,000,000 per occurrence and \$2,000,000 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. **The 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 Liability or an Umbrella insurance policy** 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 \$2,000,000 per occurrence and \$3,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$10,000,000 per occurrence and \$10,000,000 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). **The 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 limit shall be \$1,000,000 per occurrence.
- If this box is checked, the limit shall be \$2,000,000 per occurrence.
- If this box is checked, the limit 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.**

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

Garage Keepers' Legal Liability - Coverage for vehicles, including equipment and contents left in vehicles during unhooking, storage, repairs, maintenance, or safekeeping. **Coverage must include a \$500,000 combined single limit 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. **The 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 Liability or Umbrella Insurance Policy - A combination of primary and Excess Liability or an Umbrella Insurance coverage policy may be used to meet the limits of insurance required by the City. The 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 is required. **Coverage must be not less than \$1,000,000 per claim, incident or occurrence and \$2,000,000 in the aggregate.**

- 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. The 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.

Deductible or Self-Insured Retention (SIR) - Contractor must provide a Bondability letter with Quotation should SIR apply to insurance coverage(s), and any deductible or SIR must be declared to and approved by the City before contract award. Contractor is required to procure a Letter of Credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses, or reduce or eliminate such deductible or SIR as respects to City, its officers, employees and agents.

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. The 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.

The contractor certifies that he/she/they will comply with the City's insurance requirements.

Signature Block:

Contractor's Acceptance: _____ Date: _____

Company Name: _____

ATTACHMENT A – *SAMPLE CONTRACT*
STANDARD TERMS AND CONDITIONS
POLICE VEHICLE WASHES
TO THE CITY OF ALBANY, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of _____, hereinafter referred to as "VENDOR", agrees to provide exterior vehicle washes to the Albany Police Department, City of Albany, Oregon, a municipal corporation, hereinafter referred to as "CITY".

The term of this Agreement will be a three-year contract beginning July 1, 2023, through June 30, 2026, with the option of two additional, one-year extensions.

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

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

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

ARTICLE II: RESPONSIBILITIES OF VENDOR

- A. Notice to Proceed. VENDOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from the City. Authorization to proceed on additional services not defined in Article I must be in the form of a written amendment as defined in Article IV.
- B. Scope of Service. VENDOR agrees to provide services as defined in this Request for Quotations to the satisfaction of CITY.
- C. Level of Competence. VENDOR will provide services with the degree of skill, level of competence and diligence normally employed by vendors in good standing and engaged in the same type of service and other work products furnished under this Agreement. VENDOR must, at all times during the term of this Agreement, be duly licensed to perform the work, and if there is no licensing requirement for the profession or work, be duly qualified and competent. VENDOR must demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.
- D. Key Personnel. _____ will serve as the contact for VENDOR to the City of

Albany under the terms of this Agreement. Any change in the designation of this role must be approved by CITY.

- E. Documents/Work Products Produced. VENDOR agrees that all documents and work products produced by VENDOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of CITY, with an unlimited, royalty free license for CITY use, and will be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Contracting Law. VENDOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, VENDOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. VENDOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. VENDOR must ensure that each of its subcontractors, if applicable, complies with these requirements.
- H. Record Retention and Review. VENDOR must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of VENDOR to inspection, review, or audit by personnel duly authorized by CITY upon reasonable advance written notice from CITY to VENDOR. VENDOR must retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. VENDOR will be responsible for any audit exceptions or disallowed costs incurred by VENDOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. VENDOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. VENDOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of CITY's obligation to make payment. If VENDOR fails to complete and return the W-9 to CITY, payment to Vendor may be delayed, or CITY may, in its discretion, terminate the contract.
- K. ACH Direct Payment Authorization. CITY prefers to pay Vendor invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, VENDORS must complete CITY's ACH Vendor Direct Payment Authorization form available on CITY website at <https://www.cityofalbany.net/finance/purchasing>. Information provided on the form is

exempt from public records disclosure under ORS 192.501(27).

- L. Pay Equity Compliance. As required by ORS 279B.235, VENDOR must comply with ORS 652.220 and must not unlawfully discriminate against any of Vendor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Vendor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles CITY to terminate this Agreement for cause.
- M. Preference for Recycled Materials. As required by ORS 279A.125, VENDOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- N. Compliance with Tax Laws. VENDOR certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- O. Communicable Diseases. VENDOR understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that Vendor could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. VENDOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for Vendor's participation.
- P. Debarment and Suspension. VENDOR, 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. VENDOR will not utilize subconsultants that have been debarred by any federal or local department or agency, or the State of Oregon.
- Q. Conflict of Interest. VENDOR will prohibit any employee, governing body, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided under this agreement. VENDOR must disclose in a timely manner and in writing to CITY all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement.

ARTICLE III: RESPONSIBILITIES OF CITY

- A. Authorization to Proceed. CITY will authorize VENDOR upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from

VENDOR for inspection or access to CITY's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.

- C. Timely Review. CITY will examine all studies, reports, specifications, Quotations, and other documents presented by VENDOR, obtain advice of an attorney, accountant, auditor, and other Vendors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of VENDOR.

ARTICLE IV: MODIFICATIONS

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

ARTICLE V: COMPENSATION

CITY agrees to pay for services procured in Article I in accordance with the compensation provisions set forth in the Price Quotation – Exhibit A.

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

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

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

ARTICLE VI: INDEMNIFICATION

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

ARTICLE VII: INSURANCE

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

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

B. Minimum Limits of Insurance

VENDOR must maintain limits no less than:

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

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

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

C. Insurance Requirements for Subcontractors

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

D. Deductibles and Self-Insured Retentions (SIR)

Any deductible or self-insured retention must be declared to and approved by CITY before contract award. CITY will require VENDOR to reduce or eliminate such deductible or self-insured retention (SIR) as respects City, its officers, employees and agents; or procure a Letter of Credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Other Insurance Provisions

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

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

F. Excess Liability or Umbrella Insurance Policy

A combination of primary and Excess Liability or an Umbrella Insurance policy 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 XIII: NOTICES

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

City:

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

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 VENDOR will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XV: DISPUTE COSTS

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

ARTICLE XVI: CONFLICT AND SEVERABILITY

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

ARTICLE XVII: CONSTRUCTION

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

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE XIX: COURT OF JURISDICTION

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

ARTICLE XX: EFFECTIVE DATE

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

ARTICLE XXI: ELECTRONIC SIGNATURES

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

POLICE VEHICLE WASHES:

VENDOR:

Date: _____

By: _____
Company Name

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address: _____

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

Disadvantaged Business Enterprise (DBE)
(if applicable)

Tax Identification No. (if incorporated)

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

CITY OF ALBANY, OREGON:

Date: _____

By: _____
Marcia Harnden, Police Chief

APPROVED AS TO FORM:

By: _____
M. Sean Kidd, City Attorney

ATTACHMENT B – DEFINITIONS

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

CITY, OWNER means the City of Albany, Oregon.

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

COBID means Certification Office for Business Inclusion and Diversity.

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

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

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

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

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: time, place, quality, quantity, and price. Deliverable must be measurable to determine that all conditions and acceptable performance are met.

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

FOIA means Freedom of Information Act.

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

OAR means Oregon Administrative Rules.

OHA means Oregon Health Authority.

ORS means Oregon Revised Statutes.

OSHA means Occupational Safety and Health Administration.

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

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

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

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

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

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

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

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

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

APPENDICES

Attachment C – Vehicle Wash Log Sheet