



REQUEST FOR PROPOSALS

FOR

City Fleet Vehicle Maintenance

Issue Date: March 8, 2021

Due Date: April 6, 2021, 2:30 p.m. (Pacific Time)

Finance Director..... **Jeanna Yeager**
Purchasing Coordinator **Diane M. Murzynski, CPPO, CPPB**

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

CITY OF ALBANY

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PROPOSER'S SUBMITTAL CHECKLIST

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

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

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

The following should be received to be considered responsive:

- Introductory Letter
- Experience, Qualifications, and Project Team
- Project Approach and Understanding
- Cost Proposal (*Exhibit A, submitted as a separate pdf*)
- Qualifications of Contractor (*Exhibit B*)
- Non-Collusion and Conflict of Interest Certification (*Exhibit C*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit D*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit E*)
- Certification of Insurance Requirements (*Exhibit F*)
- References (*Exhibit G*)
- Signed Addenda (if applicable)

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



CITY OF ALBANY, OREGON
REQUEST FOR PROPOSALS (RFP)

City Fleet Vehicle Maintenance

Proposals Due by 2:30 p.m. (Pacific Time), Tuesday, April 6, 2021

Notice is hereby given that the City of Albany ("City") is requesting proposals for Vehicle Maintenance for City vehicles, such as, cars, sedans, vans, SUVs, trucks, and police patrol vehicles. Not included are heavy vehicles or equipment such as buses, fire apparatus, ambulances, construction equipment, or vehicles with special adaptations the City chooses to exclude.

The contract term is for three years, commencing July 1, 2021, with an option to extend the contract up to an additional two, one-year terms, upon agreement by both parties. The City of Albany reserves the right to choose other contractors for a particular service issue when in the determination of the City it is in the organizations best interest to do so.

The proposer must provide:

- Routine maintenance in accordance with manufacturer's recommendations
- Special services that may include, but are not limited to, electrical work, mechanical work, suspension and alignments
- Repair cost estimates
- Vehicle pickup and delivery services
- Emergency service (at all times other than 8:00 a.m. to 5:00 p.m.; Monday through Saturday and holidays)

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

Proposal responses must be submitted to the following email procurement@cityofalbany.net, not later than 2:30 p.m., (Pacific Time), Tuesday, April 6, 2021. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line must include the project name as follows: "City Fleet Vehicle Maintenance".

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 8TH DAY OF MARCH 2021.

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

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Monday, March 8, 2021
Daily Journal of Commerce, on Monday, March 8, 2021

SECTION 1 – BACKGROUND AND GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

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

1.2 BACKGROUND

The City of Albany's previous contract for City fleet vehicle maintenance services will expire June 30, 2021. The City is extending an invitation to Contractors to submit proposals to provide fleet vehicle maintenance services for designated City vehicles. The City's fleet consists of the vehicles noted on Attachment B - Vehicles Listing. The proposed contract is for three years, beginning July 1, 2021, with an option to extend the contract for two additional, one-year terms, upon agreement by both parties.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted in non-editable PDF format, to the following email procurement@cityofalbany.net by Tuesday, April 6, 2021, no later than 2:00 p.m. Pacific Time. The email subject line must include the project name as follows: "City Fleet Vehicle Maintenance."

Submittal Address & Questions

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

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

2.2 RFP SCHEDULE

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

RFP Advertised	March 8, 2021
Date to Submit Changes or Solicitation Protests	March 15, 2021, 2:00 p.m.
Last Date for Addenda Issued	April 1, 2021, 12:00 p.m.
Proposal Due Date	April 6, 2021, 2:30 p.m.
Evaluate Proposals	April 7-9, 2021
Optional Interviews	April 12-13, 2021
Notice of Intent to Award	April 15, 2021
Protest Period ends (seven calendar days)	April 22, 2021, 12:00 p.m.
Council Approval	May 12, 2021
Contract Award and Execution	May 14, 2021
Contract Begins	July 1, 2021

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

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

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

2.4 TRADE SECRETS AND PUBLIC RECORDS LAW

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

2.5 CANCELLATION

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

2.6 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS

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

2.7 CONDITIONS OF SUBMITTAL

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

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

2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

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

2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

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

2.10 COMPETITION

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

2.11 SOLICITATION PROTESTS

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

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

2.12 COST OF RFP AND ASSOCIATED RESPONSES

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

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

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

may be disclosed accordingly.

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

2.14 REJECTION OF PROPOSALS

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

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

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

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

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

2.16 PROPOSAL OWNERSHIP

1. All Proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS

192.502, public records exempt from disclosure.

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

2.17 DURATION OF PROPOSAL

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

2.18 AFFIRMATIVE ACTION

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

2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

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

2.20 PAY EQUITY COMPLIANCE

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

Proposer may not prohibit any of their employees from discussing the employee's rate of wage, salary,

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

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

2.21 SUBCONSULTANTS/SUBCONTRACTORS

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

2.22 IDENTICAL PROPOSALS

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

2.23 COMPLIANCE WITH STATE OF OREGON LAW

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

2.24 NOTIFICATION OF INTENT TO AWARD

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

2.25 PROTEST OF AWARD

A Proposer may protest the award of a contract or the intent to award such a contract, whichever

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

The Proposer must deliver the written protest by email to the Purchasing Coordinator at procurement@cityofalbany.net, within seven (7) days after issuance of the notice of intent to award the contract or if no notice of intent to award is issued, within forty-eight hours after award. A Proposer's written protest must specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). City will not consider a Proposer's contract award protest submitted after the above timeline.

2.26 OBLIGATION TO AWARD

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

2.27 AGREEMENT

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

2.28 NOTICE TO PROCEED

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

2.29 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, 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 Bidder's state gives preference to in-state Bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law website at: <https://www.naspo.org/reciprocity1>. Proposers in need of any assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Phone: 503-378-4642.

SECTION 3 – GENERAL PROVISIONS

3.1 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.

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, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, Cost Proposal, Proposal Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

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

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

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

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

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

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

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

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

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

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

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

3.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City's Representative or designee will have full authority to act on behalf of the City with respect to administration of the provisions of this Contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Representative or designee will also have authority to reject all work that does not conform to the Contract Documents.

The resulting contract will be a citywide contract with contract administrators located at each department requiring services. Administration of department fleet scheduling is delegated to the department's fleet administrator to observe, monitor, and inspect the work done for their department vehicles and report inconsistencies to the Finance Department to ensure the provisions of the Contract Documents are being properly fulfilled. The inspection of the work completed will not relieve the Contractor of their obligation to perform acceptable work in conformance with these Contract Documents.

3.3 INVOICES AND PAYMENTS

All invoices and payments must be made in writing and may be given by mail or email and sent to the following address:

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 and payments will be deemed given at the time of actual delivery.

SECTION 4 - SCOPE OF WORK

4.1 PROJECT INFORMATION

The City of Albany's previous contract for City Fleet Vehicle Maintenance services will expire June 30, 2021. The City is extending an invitation to Contractors to submit proposals to provide fleet vehicle maintenance services for designated City vehicles. The Vehicle Listing is provided as Attachment B.

4.2 CONTRACT TERM

The contract term is for three years, commencing July 1, 2021, with an option to extend up to two additional, one-year terms. If the City elects to renew the contract, a written notice will be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so. Contract extensions will be for the same terms as the original agreement, subject only to renegotiation of compensation as provided in this RFP.

4.3 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 the control of the work and the manner in which it is performed. Contractor is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provide its employees.

4.4 ECONOMIC PRICE ADJUSTMENTS

The resulting contract will be a fixed price contract with an economic price adjustment after year three. In no event shall compensation increases exceed the rate increase in the US Bureau of Labor Statistics, <https://www.bls.gov/cpi/latest-numbers.htm>, CPI-W, US City Average, All Items, for the month of April, or three percent (3%), whichever is lower. The Contractor may only request increases for fixed price lube, oil and filter services as a result of significant changes in the price of oil and lubrication products, as may be agreed by the parties.

4.5 CONTRACTOR QUALIFICATIONS

The place of business of the selected service provider should be within a fifteen-mile radius of the Albany City Hall, 333 Broadalbin Street SW, Albany, Oregon. The proposal must include the number of trained mechanics available, the length of time the business has been in existence, special equipment available, and any other special factors the City should take into consideration. The Contractor Qualifications form, Exhibit B, must be submitted by the Proposer with their Proposer Response.

4.6 REQUIRED SERVICES

The selected Proposer will furnish labor, equipment, and materials to provide routine vehicle maintenance for certain City of Albany vehicles such as cars, sedans, vans, SUVs, trucks, police patrol vehicles and similar vehicles.

Not included for service work in this contract, are heavy vehicles and equipment, such as buses, fire apparatus, ambulances, construction equipment, and vehicles with special adaptations the City chooses to exclude. The City of Albany reserves the right to choose other contractors for a particular service issue when in the determination of the City it is in the organization's best interest to do so.

The scope of service will include, but is not limited to:

- Routine Maintenance - must be in accordance with manufacturers' recommendations
- Minimum Routine Inspection – inspection findings must be documented for wear and safe operations using Attachment C – Minimum Routine Inspection form
- Special Services - may include, but are not limited to, electrical work, mechanical work, suspension and alignments
- Provide Repair Cost Estimates
- Vehicle Pickup at City facilities and return upon inspection completion
- Emergency Service - at all times, other than 8:00 a.m. to 5:00 p.m., Monday through Saturday, and holidays

4.7 TIME OF SERVICE

- Routine maintenance and vehicle pickup will be scheduled by the City with a minimum of 48-hour advance notice, except for emergency vehicles for Police and Fire. These vehicles require a quicker service response time and experience unanticipated service needs. It is imperative that emergency fleet vehicles are serviced promptly, within reason, and are not out of service for extended periods of time affecting emergency response time to a community emergency event.
- Emergency service cannot be scheduled. The City will make every effort to limit emergency service; but, if it is requested, the Contractor must respond in a timely manner, based on the needs of the City.
- Routine maintenance and service must be completed within four (4) hours of the scheduled start of service unless Contractor and City have arranged and agreed upon a different service completion time.
- Special services must be scheduled in advance by the City with mutually acceptable start and completion times.
- Repair cost estimates shall be performed within one (1) hour of the request for service.

4.8 MATERIAL SPECIFICATION

All material used in the maintenance of the equipment shall be new. Rebuilt parts may be used with the approval of the City prior to use.

4.9 SUBCONTRACTED WORK

The City reserves the right to approve all subcontract work in advance of the work being performed. Proposer shall furnish a list of the items of work intended to be subcontracted as part of the Proposal, and a list of subcontractors regularly used.

4.10 VEHICLES TO BE SERVICED

The City's fleet vehicle list will change from time to time; however, the current list of equipment and vehicles is provided as Attachment B and includes sedans, vans, trucks, and SUVs. The vehicles listed in Attachment B are the current fleet vehicles as of the date of this solicitation.

4.11 VEHICLE AND EQUIPMENT SECURITY

Vehicles and equipment shall be protected from damage and vandalism while in the possession of the Contractor. When equipment remains in the possession of the Contractor overnight, it should be stored within a locked building. Storage of equipment in a non-enclosed, but secured area may be allowed on a case-by-case basis but should be approved by the City in advance. Contractor is required to have Garage Keepers Legal Liability Coverage to protect City vehicles while in the care of the Contractor for service, repair, storage or safekeeping.

4.12 VEHICLE PICK UP AND RETURN DELIVERY LOCATIONS

The City shall advise the Contractor of the location and identification of the vehicles when services are scheduled. Pick up and return delivery will normally be at the following locations:

- Albany City Hall Parking Lots (City Hall and lot adjacent to the Armory Building) - 333 Broadalbin St SW
- Albany Police Dept. – 2600 Pacific Blvd SW
- Albany Fire Station 11 – 611 Lyon SE
- Albany Fire Station 12 – 120 34th Ave SE
- Albany Fire Station 13 – 1980 Three Lakes Rd SE
- Albany Fire Station 14 – 2850 Gibson Hill Rd NW
- Albany Parks & Recreation Maintenance – 3650 Dogwood Ave SE
- Albany Public Works Operations & Maintenance - 310 Waverly Dr NE
- Other locations up to fifteen (15) miles of City Hall may be necessary on special requirements

4.13 INSPECTION REPORTS AND INVOICES

Invoices and inspection reports shall be submitted to the City at the time of service for each vehicle and may be sent by email to the department's representative. Payments by the City will be made in accordance with the terms specified in the Agreement. Correspondence and billing inquiries will be directed to the responsible City department representative listed below:

- Fire Department, P.O. Box 490, Albany, OR 97321-0144
- Email: Kevin.Vining@CityofAlbany.net, Phone: 541-917-7727

- Parks & Recreation Department, P.O. Box 490, Albany, OR 97321-0144
Email: Rick.Barnett@CityofAlbany.net, Phone: 541-917-7763
- Police Department, P.O. Box 490 Albany, OR 97321-0144
Email: Tim.Sheridan@CityofAlbany.net, Phone: 541-704-2310
- Public Works Department, P.O. Box 490, Albany, OR 97321-0144
Email: Mike.Bryan@CityofAlbany.net, Phone: 541-791-0024
- Community Development Department, P.O. Box 490, Albany, OR 97321-0144
Email: Matthew.Ruettgers@CityofAlbany.net, Phone: 541-917-7674

4.14 CONTRACTOR'S EMPLOYEES

All personnel employed by the Contractor shall present a neat appearance and be courteous to the public. The City and the Contractor shall promptly notify the other of any complaints received. The Contractor shall utilize competent employees in performing the work described in these specifications. At the request of the City, the Contractor shall promptly replace for just cause any incompetent, abusive, or disorderly person employed by the Contractor.

4.15 INCREASE OR DECREASE IN SERVICES

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

4.16 PROJECT MANAGEMENT

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

SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

5.1 SUBMITTAL PROCESS

Proposals must be submitted electronically to the following email procurement@cityofalbany.net, by Tuesday, April 6, 2021, no later than 2:30 p.m., Pacific Time. The email subject line must include the project name as follows: "City Fleet Vehicle Maintenance".

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

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

5.2 PROPOSAL FORMAT

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

5.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits and bonds, if applicable and required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

5.4 JOINT PROPOSALS

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

5.5 PROPOSED SERVICE TEAM

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

Proposer will provide City with key personnel who have experience with the Proposer's company and services. The City will have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel. If an agreement cannot be reached, the City reserves the right to terminate the contract with the Contractor.

5.6 PROPOSAL REQUIREMENTS

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

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

5.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

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

1. Introductory Letter

Summarize the key points of the proposal and provide an expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City's Standard Terms and Conditions Personal Services Agreement, Attachment A. The letter should include that the Proposer submitting the proposal agrees to perform all of the work outlined in the City's RFP and within the time periods established by the City.

The Introductory Letter must name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the Proposer and include email address, and telephone and fax numbers. Any exceptions to the City's Standard Terms and Conditions Personal Service Agreement should be provided within this Letter. If Proposer is exempt from providing Workers' Compensation, Proposer should note exemption in the Introductory Letter.

2. Experience, Qualifications, and Service Team

The proposal must include the number of trained mechanics available and how long they have worked for the Proposer, number of service locations, the length of time the vendor has been in business, special equipment available (owned or leased), and any other special considerations which may make the service provider more attractive to the City.

Proposer must identify the service team manager or lead mechanic and their background and experience working on the types of vehicles noted in the Vehicle list provided and working with government agencies and their fleet repairs.

Proposer shall furnish a list of the major items of work intended to be subcontracted as part of the proposal response and a list of subcontractors typically used for these items.

The Proposer must submit Exhibit B, Qualifications of Contractor with their proposal response.

3. Project Understanding and Approach

Proposer shall describe their understanding of the work to be performed based upon their prior work experience with government agencies and demonstrated by their proposal response.

Proposer must list and describe the significant issues and concerns that need to be addressed and provide their approach to resolving issues and time constraints for emergency vehicles being serviced to allow continuity of service for police and fire.

Describe other potential issues not previously indicated herein that should be presented, along with any innovative or unique solutions.

4. Cost Proposal

The Cost Proposal must be completed using Exhibit A and submitted as a separate PDF.

5. References

Provide four (4) references from customers, including government agencies, for whom the Proposer is currently or has previously provided services, defined in this RFP, within the last three (3) years. Include the contact names, phone number, email, and mailing address.

References must be available and offer adequate information when contacted by the City for a reference check. References will be contacted to assist with the evaluation of experience, expertise, and customer satisfaction.

Proposer shall provide References on Exhibit G. Additional references may be contacted by the City at its discretion.

5.8 ADDITIONAL ATTACHMENTS REQUIRED

1. Cost Proposal (Exhibit A, submitted as a separate PDF)
2. Qualifications of Contractor (Exhibit B)
3. Non-Collusion and Conflict of Interest Certification (Exhibit C)
4. Certification Statement for Corporation or Independent Contractor (Exhibit D)

5. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit E)
6. Certification of Insurance Requirements (Exhibit F)
7. References (Exhibit G)
8. Addenda - All addenda of this RFP should be submitted as part of the Proposal Response. Receipt of each addendum must be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Albany. Addenda are posted on the City of Albany's website.

SECTION 6 – EVALUATION CRITERIA

6.1 SELECTION PROCESS

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

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

6.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of members representing Police, Fire, Public Works, and Parks & Recreation. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews and lend any such expertise to the process as requested by the City. 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. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

6.3 EVALUATION CRITERIA

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

6.3.1 INTRODUCTORY LETTER

- Included an Introductory Letter indicating an expression of interest in the project.
- Indicated a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Personal Service Agreement.
- Provided a letter indicating the person(s) authorized to represent the Proposer in negotiations and legally authorized to sign the Agreement.
- Agreed to perform the work outlined in the City's RFP and within the time periods established by the City.

6.3.2 EXPERIENCE, QUALIFICATIONS, AND SERVICE TEAM

- Provided adequate detail to determine the vendor and service team’s qualifications and experience to provide the required services in the manner described in the RFP.
- Submitted a list of subcontractors used and indicated the services subcontracted.
- Completed Exhibit B, Qualifications of Contractor.

6.3.3 PROJECT UNDERSTANDING AND APPROACH

- Described their understanding of the work to be performed based upon the City’s needs and requirements listed in the RFP and by working with other government agencies.
- Indicated and explained other potential issues and their approach, balance, and method used to resolve issues to provide the required service needs for fleet vehicles, including emergency vehicles, in a timely, professional manner.

6.3.4 COST PROPOSAL – EXHIBIT A

- Submitted costs for designated services on Exhibit A.

6.3.5 REFERENCES – EXHIBIT G

- Provided a minimum of four (4) references from customers, including local government agencies, within the past three (3) years.
- Completed contact information, including name(s), phone number, email, and mailing address on Exhibit G.

6.4 EVALUATION CRITERIA SCORE GRID

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

Introductory Letter	Pass/Fail
Experience, Qualifications, and Service Team	35
Cost Proposal – Exhibit A	30
Project Understanding and Approach	25
References – Exhibit G	10
TOTAL POINTS AVAILABLE IS 100	100

6.5 OPTIONAL INTERVIEWS

At the City's option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. 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 will take place at a location to be determined in Albany. The Proposer may participate in person at the City of Albany - City Hall or remotely dependent on COVID requirements.

Proposers invited to the interview will be responsible for making and paying for their own travel arrangements. If held, a possible 50 points may be attributed to interviews. Interviews will be weighted no more than 25%. A set of questions may be provided to the selected Proposers prior to the interview date at the City's discretion.

6.6 RANKING OF PROPOSALS

Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer being that Proposer which 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. Contractor's scores will be totaled and ranked. Any Proposer's response to this RFP will be considered de facto permission to the City of Albany to disclose the results, when completed, to selected viewers at the sole discretion of the City of Albany.

6.7 NEGOTIATIONS

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

6.8 BEST AND FINAL OFFERS

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

SECTION 7 – CONTRACT REQUIREMENTS

7.1 CONTRACT AWARD

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

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

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

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

7.2 INSURANCE REQUIREMENTS

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

An overview of the Insurance Requirements is provided in Exhibit F and must be submitted to acknowledge and accept the insurance requirements noted herein with the Proposal Response. Proposer must provide the following insurance coverage requirements: Commercial General Liability Insurance, Automobile/Garage Liability, and Garage Keepers Legal Liability Coverage.

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

ATTACHMENT A – *SAMPLE CONTRACT*
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO FURNISH FLEET VEHICLE MAINTENANCE
TO THE CITY OF ALBANY, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, the firm of _____, hereinafter referred to as (“CONTRACTOR”), agrees to provide City fleet vehicle maintenance to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The contract term is for three years, beginning July 1, 2021, with an option to extend the contract for two additional, one-year terms, upon mutual agreement by both parties. This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Statement of Work, Request for Proposals, including Exhibits, Attachments, and Appendices, and Proposal Response.

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

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

ARTICLE II : RESPONSIBILITIES OF CONTRACTOR

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I will be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONTRACTOR agrees to provide vehicle maintenance services as defined in this RFP to the satisfaction of the City.
- C. Level of Competence. CONTRACTOR will provide services with the degree of skill and diligence normally employed by other providers performing the same or similar services at the time the services are performed. CONTRACTOR must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.
- D. Key Personnel. _____ will serve as the lead contact to the City of Albany for the services described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- E. Documents/Work Products Produced. CONTRACTOR agrees that all documents and work

products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of the CITY, with an unlimited, royalty free license for CITY use, and will be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.

- F. Compliance with Law. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONTRACTOR must ensure that each of its subcontractors complies with these requirements.
- H. Record Retention and Review. The CONTRACTOR must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of the CONTRACTOR to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONTRACTOR. The CONTRACTOR will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONTRACTOR will be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. CONTRACTOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing H o u s e (ACH) network. To initiate this more timely, efficient, and secure payment method, CONTRACTORS must complete the City's ACH Vendor Direct Payment Authorization form available on the City website at <https://www.cityofalbany.net/finance/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- L. Pay Equity Compliance. As required by ORS 279B.235, CONTRACTOR must comply with ORS 652.220 and will not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an

employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.

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

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

ARTICLE III: RESPONSIBILITY OF CITY

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

ARTICLE IV: MODIFICATIONS

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

ARTICLE V: COMPENSATION

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

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

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

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

ARTICLE VI: INDEMNIFICATION

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

ARTICLE VII: INSURANCE

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

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

B. Minimum Limits of Insurance

CONTRACTOR must maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence
 \$2,000,000 Personal Injury
 \$3,000,000 General Aggregate
 \$3,000,000 Products/Completed Operations Aggregate
2. Auto/Garage Liability: \$2,000,000 Per Occurrence
3. Employers Liability: \$1,000,000 Each Accident
 \$1,000,000 Disease Aggregate
 \$1,000,000 Disease Each Employee
4. Garage Keepers Legal Liability: \$250,000 combined single limit per location

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for

performance of this contract must be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONTRACTOR'S or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

ARTICLE VIII: ASSIGNMENT

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

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

ARTICLE IX: INTEGRATION

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

ARTICLE X: SUSPENSION OF WORK

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

ARTICLE XI: EARLY TERMINATION OF WORK

- A. The CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the CITY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party

written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.

- C. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

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

ARTICLE XIII: NOTICES

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

City:

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

With copy to:

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

ARTICLE XIV: FORCE MAJEURE

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

ARTICLE XV: DISPUTE COSTS

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

ARTICLE XVI: CONFLICT AND SEVERABILITY

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

ARTICLE XVII: CONSTRUCTION

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

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE XIX: COURT OF JURISDICTION

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

ARTICLE XX: EFFECTIVE DATE

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

ARTICLE XXI: ELECTRONIC SIGNATURES

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

CONTRACTOR:

Date: _____

By: _____

CONTRACTOR

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: _____

Jeanna Yeager, Finance Director

APPROVED AS TO FORM:

By: _____

M. Sean Kidd, City Attorney

ATTACHMENT B – CITY FLEET VEHICLE LISTING

A current list of City fleet vehicles is provided below as of the date of this solicitation. This listing is subject to change without notice.

Vehicle List	
Department	City Equipment Code Year, Make, & Model
Community Development/Building Inspection	1000-17 2017 FORD ESCAPE
Community Development/Building Inspection	1001-18 2018 FORD ESCAPE
Community Development/Building Inspection	1002-18 2018 FORD ESCAPE
Community Development/Building Inspection	1003-20 2020 FORD ESCAPE
Fire	171 2017 FORD ESCAPE
Fire	172 2017 FORD ESCAPE
Fire	177 1998 FORD RANGER 4X2
Fire	188 2009 CHEVROLET SILVERADO 1500 CREW CAB
Fire	192 2016 CHEVROLET COLORADO
Fire	194 2016 CHEVROLET COLORADO
Fire	195 2009 DODGE CARAVAN
Fire	197 1997 CHEVROLET 2500 HD 4x4
Fire	198 2009 CHEVROLET SILVERADO 1500
Fire	199 2018 CHEVROLET COLORADO CREW CAB
Information Technology	173-04 2004 FORD EXPLORER SPORT TRACK
Parks & Recreation	352-04 2004 FORD 14 PASS E350
Parks & Recreation	354-95 1995 FORD 15-PASS E350
Parks & Recreation	355-03 2003 FORD F550
Parks & Recreation	355-91 DODGE 1 T DIESEL PU W/UTILITY BODY
Parks & Recreation	358-06 2006 CHEVROLET SILVERADO
Parks & Recreation/Bldg Maintenance	358-19 2019 FORD RANGER
Parks & Recreation	358-88 1988 DODGE 1/2 T PICKUP
Parks & Recreation	360-06 2006 CHEVROLET SILVERADO 3/4T W/UTILBODY
Parks & Recreation	361-03 2003 FORD F450
Parks & Recreation	361-15 2015 FORD F350 FLATBED
Parks & Recreation	363-15 2015 FORD F250
Parks & Recreation	364-01 2001 FORD RANGER PU
Parks & Recreation	364-04 2004 FORD RANGER
Parks & Recreation	365-15 2015 FORD F150
Parks & Recreation	405-08 2008 CHEVY COLORADO
Parks & Recreation	406-06 2006 FORD F350
Parks & Recreation/Bldg Maintenance	406-16 2016 RAM PROMASTER VAN
Parks & Recreation	410-07 2007 CHEVY SILVERADO 2500

Parks & Recreation/Bldg Maintenance	410-19 2019 FORD 250
Parks & Recreation	412-07 2006 CHEVROLET SILVERADO 3500
Parks & Recreation	413-08 2008 CHEVROLET SILVERADO 1500 PU
Parks & Recreation	806-99 1999 DODGE 1/2 TON
Police	00-225 2000 FORD ECONOLINE VAN
Police	04-233 2004 FORD F-150
Police	05-251 2005 TOYOTA PRIUS
Police	06-235 2006 FORD EXPEDITION
Police	08-206 2009 CHEVROLET TAHOE
Police	08-270 2008 DODGE CARAVAN
Police	08-220 2008 CHEVROLET TAHOE
Police	08-237 2008 FORD ESCAPE
Police	08-250 2008 FORD ESCAPE
Police	08-251 2008 FORD ESCAPE
Police	08-252 2008 FORD ESCAPE XLT
Police	09-253 2009 FORD ESCAPE
Police	10-254 2010 DODGE CARAVAN
Police	10-255 2010 DODGE CARAVAN
Police	11-234 2011 FORD F150
Police	11-243 2011 CHEVROLET CAPRICE
Police	14-231 2014 FORD F150
Police	14-232 2014 FORD F150
Police	14-250 2014 NISSAN ROGUE
Police	14-251 2014 DODGE JOURNEY
Police	14-257 2014 FORD EXPLORER
Police	14-274 2014 CHEVROLET IMPALA
Police	15-233 2015 FORD F150
Police	16-205 2016 FORD INTERCEPTOR SUV
Police	16-206 2016 CHEVROLET TAHOE
Police	16-207 2016 FORD INTERCEPTOR SUV
Police	16-212 2016 FORD INTERCEPTOR SUV
Police	16-220 2016 CHEVROLET TAHOE
Police	16-230 2016 FORD INTERCEPTOR SUV
Police	16-238 2016 FORD INTERCEPTOR SUV
Police	16-242 2016 FORD INTERCEPTOR SUV
Police	17-203 2017 FORD INTERCEPTOR SUV
Police	17-209 2017 FORD INTERCEPTOR SUV
Police	17-210 2017 FORD INTERCEPTOR SUV
Police	17-211 2017 FORD INTERCEPTOR SUV
Police	17-272 2017 FORD EXPLORER
Police	17-256 2017 FORD TRANSIT

Police	18-200 2018 FORD INTERCEPTOR SUV
Police	18-201 2018 FORD INTERCEPTOR SUV
Police	18-202 2018 FORD INTERCEPTOR SUV
Police	18-204 2018 FORD INTERCEPTOR SUV
Police	18-208 2018 FORD INTERCEPTOR SUV
Police	18-213 2018 FORD INTERCEPTOR SUV
Police	18-235 2018 FORD INTERCEPTOR SUV
Police	18-239 2018 FORD INTERCEPTOR SUV
Police	18-240 2018 FORD INTERCEPTOR SUV
Police	18-255 2018 FORD FLEX
Police	18-258 2018 CHEVROLET COLORADO TRUCK
Police	18-259 2018 FORD TRANSIT
Police	21-203 2021 FORD INTERCEPTOR SUV
Police	21-205 2021 FORD INTERCEPTOR SUV
Police	21-207 2021 FORD INTERCEPTOR SUV
Police	21-209 2021 FORD INTERCEPTOR SUV
Police	21-210 2021 FORD INTERCEPTOR SUV
Police	21-211 2021 FORD INTERCEPTOR SUV
Public Works	310-01 2001 FORD ESCAPE
Public Works	311-11 2011 FORD RANGER PU
Public Works	312-18 2018 CHEVROLET COLORADO
Public Works	314-06 2006 FORD RANGER
Public Works	314-14 2014 CHEVROLET SILVERADO 1500
Public Works-Engineering	315-16 2016 GMC SIERRA 1500 4X4
Public Works	316-07 2007 FORD RANGER
Public Works	317-10 2010 FORD RANGER
Public Works	330-17 2017 FORD ESCAPE
Public Works	500-94 1994 FORD RANGER
Public Works	501-07 2007 CHEVROLET COLORADO CREW CAB
Public Works	502-07 2007 FORD F550
Public Works	504-06 2006 FORD F350 PU
Public Works	507-01 2001 FORD F350
Public Works	510-04 2004 FORD F350 1T PU
Public Works	521-03 2004 VOLVO VHD DUMP TRUCK
Public Works	524-16 2016 GMC SIERRA 2500
Public Works	525-19 2019 FREIGHTLINER M2 DUMP TRUCK
Public Works	526-11 2011 FORD F350
Public Works	527-99 1999 FORD F350 PU
Public Works	528-18 2018 FREIGHTLINER M2 DUMP TRUCK
Public Works	530-17 2017 PETERBILT 220 ELGIN STREET SWEEPER
Public Works	535-01 2001 FORD F-650 LIFT BUCKET TRUCK

Public Works	600-10 2010 CHEVROLET COLORADO 1 CREW CAB
Public Works	603-07 2007 FORD F550 DRW
Public Works	604-07 2007 CHEVROLET SILVERADO 1500 REG
Public Works	605-19 2019 FORD F550 UTILITY BED
Public Works	607-07 2007 CHEVROLET SILVERADO 2500 EXT
Public Works	608-10 2010 FORD F250
Public Works	610-19 2019 CHEVROLET SILVERADO 1500 CREW
Public Works	612-15 2015 FORD TRANCON XL
Public Works	613-16 2016 CHEVROLET SILVERADO
Public Works	614-14 2014 JOHN DEERE
Public Works	617-18 2018 F150 CREW CAB
Public Works	623-09 2009 TOYOTA PRIUS
Public Works	624-15 2015 CHEVROLET SILVERADO 1500 CREW CAB
Public Works	660-07 2007 DODGE CARAVAN
Public Works	700-00 2000 FORD F150 EXTENDED CAB
Public Works	701-03 2003 FORD F350XL 1T PU
Public Works	702-01 2001 CASE
Public Works	704-05 2005 BOBCAT
Public Works	706-95 1995 FORD RANGER XL
Public Works	707-05 2005 CHEVROLET SILVERADO 1500 PU
Public Works	710-98 1998 JEEP CHEROKEE
Public Works	711-15 2015 E7E1 TRANS CONNECT XL
Public Works	722-19 2019 FORD F550 XL
Public Works	725-00 2000 GMC C7 DUMP TRUCK
Public Works	737-12 CUES TELEVISIONING CUBE VAN
Public Works	738-19 2019 FORD E450 TELEVISIONING VAN
Public Works	747-16 2016 FREIGHTLINER 114SD VACTOR TRUCK
Public Works	757-16 2016 FREIGHTLINER 114SD VACTOR TRUCK
Public Works	800-05 2005 CHEVROLET SILVERADO 1500
Public Works	801-07 2007 DODGE GRAND CARAVAN
Public Works	801-19 2019 FORD EXPLORER
Public Works	820-12 2011 DODGE GRAND CARAVAN (BRAUN)
Public Works	821-19 2019 DODGE GRAND CARAVAN (BRAUN)
Public Works	823-09 2009 FORD MINIBUS
Public Works	824-04 2004 CHEVROLET IMPALA
Public Works	825-11 2011 DODGE GRAND CARAVAN (BRAUN)
Public Work	826-11 2011 DODGE GRAND CARAVAN (BRAUN)
Public Work	827-19 2019 DODGE GRAND CARAVAN (BRAUN)
Public Work	828-19 2019 DODGE GRAND CARAVAN (BRAUN)
Public Work	831-14 2014 FORD F550 AERO ELITE 290
Public Work	900-02 2002 CHEVROLET SILVERADO 2500

Public Work	900-17 2017 F250 SUPERCREW 4WD
Public Work	902-01 2001 FORD F550 DUMP TRUCK
Public Work	903-02 2002 INTERNATIONAL 7400 DUMP TRUCK
Public Work	904-10 2010 FORD F450
Public Work	905-07 2007 FORD F450 CB 1.5 TON
Public Work	907-06 2006 FORD F450 1.5 TON TRUCK
Public Work	908-01 2001 FORD F550 TRUCK W CRANE SERVICE
Public Work	914-01 2001 BOBCAT
Public Work	915-11 2011 FORD F350 4X4 CHASSIS CAB
Public Work	916-01 2001 CASE BACKHOE
Public Work	917-15 2015 FORD TRANSCON XL
Public Work	918-07 2007 LINK BELT
Public Work	919-16 2016 FREIGHTLINER M2 DUMP TANKER
Public Work	947-03 2003 STERLING LT 9500 JET RODDER SEWER CLEANER
Public Work	948-17 2017 FREIGHTLINER 114SD VACTOR TRUCK
Public Work	950-01 2001 FORD F150
Public Works	951-05 2005 FORD RANGER
Public Works	980-15 2015 FRONTIER PICKUP
Public Works	950-18 2017 F150 SUPERCREW 4X4 XL
Public Works	981-19 2019 RANGER SUPER CAB 4X4

ATTACHMENT C - MINIMUM ROUTINE INSPECTION

The City requires a Minimum Routine Inspection for fleet vehicles to include the services listed below. A written inspection report should be sent to the City at the time the vehicle is serviced.

1. Wiper Blades
2. Air Conditioning System - Cold, Leaks
3. Lights
4. Air Cleaner
5. Radiator Condition
6. Cooling System - Leaks and Hoses
7. Tire Wear and Pressure: LF_____ RF_____ LR_____ RR_____
8. Belts
9. Shocks
10. Steering Linkage Leaks
11. Transmission Leaks
12. Engine Leaks
13. Differential Leaks
14. Battery and Cables
15. Exhaust System Leaks
16. Brakes: Front _____% Rear _____% Emergency Brake _____%
17. Test Drive, When Appropriate

EXHIBIT A - COST PROPOSAL

In accordance with the RFP requirements, the Contractor referenced below hereby submits a Cost Proposal. (Add additional pages, if needed.)

Service Items	Service Period 7/1/2021 – 6/30/2022	Service Period 7/1/2022 – 6/30/2023
Routine Maintenance:		
Lube, Oil and Filter Fixed Charge: Up to 5 quarts oil, including tire rotation and vehicle inspection, per Attachment C.	\$ _____	\$ _____
Vehicle Pickup & Delivery Charge: For City vehicles within Albany city limits.	\$ _____	\$ _____
Unavailable Vehicle Charge: Failure by City to notify Contractor when a vehicle scheduled for pickup is not available.	\$ _____	\$ _____
Additional Repairs/Shop Charges:		
Labor Rate - Service:	\$ _____ per hour	\$ _____ per hour
Labor Rate - Emergency Service:	\$ _____ per hour	\$ _____ per hour
Will flat rate manual be used?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
Name of flat rate manual, if used:	_____	
Indicate parts pricing based on:	Cost <input type="checkbox"/> Retail <input type="checkbox"/>	
List parts discount, if any:	_____%	

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

Vendor Name: _____ Phone: _____ Fax: _____

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

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

Signature: _____ Title: _____

Date: _____ Email: _____

EXHIBIT B – QUALIFICATIONS OF CONTRACTOR

Business Name: _____

Owner Name: _____

Business Address: _____

Business Telephone: _____ Daytime: _____ Eves/Weekends: _____

Payment Terms: _____

Date Business Established: _____

No. of Trained Mechanics (Attach Resumes): _____

Days and Hours Service Available: _____

Is Saturday service for routine lube, oil, and filter available? Yes___ No___

Holiday Availability: _____

Special Equipment Available: _____

Other Qualifications for Consideration (such as automated vehicle maintenance tracking, etc.):

SUBCONTRACTORS:

Subcontractor Name: _____ Work to Be Subcontracted: _____

Subcontractor Name: _____ Work to Be Subcontracted: _____

Subcontractor Name: _____ Work to Be Subcontracted: _____

Signature Block

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

Name

Phone Number/Fax Number

Address

Email

City, State, Zip

Tax ID No.

Signature

Date

EXHIBIT C - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

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

Certifications

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

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

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

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

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

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

Signature Block

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

_____ Proposer's Firm Name	_____ Telephone Number
_____ Mailing Address, City, State, Zip	_____ Tax Identification No.
_____ Fax Number	_____ Email Address
_____ Signature	_____ Date

EXHIBIT D – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

Signature: _____

Title: _____ Date: _____

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

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

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

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

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

Contractor Signature: _____ Date: _____

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

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Signature: _____ Date: _____

Print Name and Title _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT F – CERTIFICATION OF INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Garage Keepers Legal Liability covering vehicles and equipment left for service, repair, storage or safekeeping, with a **combined single limit of not less than \$250,000 per location.**

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

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

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

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

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

Contractor's acceptance: _____

Requirements prepared by Diane Murzynski

EXHIBIT G - REFERENCES

Proposer Name: _____

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

REFERENCE 1

Organization Name

Phone

Contact Person

Email

Mailing Address

Contract Term

Project Description

REFERENCE 2

Organization Name

Phone

Contact Person

Email

Mailing Address

Contract Term

Project Description

REFERENCE 3

Organization Name

Phone

Contact Person

Email

Mailing Address

Contract Term

Project Description

REFERENCE 4

Organization Name

Phone

Contact Person

Email

Mailing Address

Contract Term

Project Description
