



CITY OF ALBANY, OREGON
PARKS & RECREATION DEPARTMENT

REQUEST FOR PROPOSALS

PUBLIC ART INSTALLATION

DOWNTOWN AREA

Albany, Oregon

Issue Date: July 16, 2018

Due Date: September 12, 2018, 2:00 p.m. (Local Time)

Parks & Recreation Director **Ed Hodney**
Purchasing Coordinator **Diane M. Murzynski, CPPO, CPPB**

**For more information regarding this Request for Proposals,
contact Diane Murzynski at 541-917-7522 or Ed Hodney at 541-917-7769.**

**CITY OF ALBANY
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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be submitted by the time designated in the advertisement for the Request for Proposals at the City Hall Parks and Recreation Department/Information counter and marked received by City staff indicating the time and date as shown on the City Bid Clock in the Parks Department. Any Proposals submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened.

It is the responsibility of the Proposer to deliver the Proposal by the indicated deadline to the designated location. The City will not accept responsibility for the timely delivery of any Proposal sent via a delivery service (FedEx, UPS, USPS, etc.). Proposer is solely responsible for the Proposal to be delivered to the correct location by the correct time.

If the Proposer submits a Proposal via a delivery service (FedEx, UPS, etc.), the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the Proposal should be written on the outside delivery service packaging.

Proposers must submit **eight (8) total copies** of their proposal. All proposal responses should include the following submittals to be considered responsive:

- Introductory Letter
- Experience and Qualifications/Resume and Artist Statement
- Design Proposal
- References (*Exhibit A*)
- Non-Collusion and Conflict of Interest Certification (*Exhibit B*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit C*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit D*)
- Certification of Insurance Requirements (*Exhibit E*)
- Signed Addenda (if applicable)



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

**Public Art Installation Downtown Area
Proposals Due by 2:00 p.m., (local time) Wednesday, September 12, 2018**

Notice is hereby given that the City of Albany (“City”) is requesting proposals for Public Art Installation in the Downtown Albany Area, RFP No. PK-04-18. It is the intent of the City, through its Albany Arts Commission, to request proposals from artists for a public art project with the following scope of services:

- Location for the art installation is the central business district in Albany, near an entrance to the Downtown.
- Art installation should be in harmony with the natural, cultural, and built environments of Albany.
- Materials and form of the proposed installation are open, but the final work of art must be durable and sustainable with proper maintenance.

An Optional Pre-Proposal Meeting will be held Wednesday, August 15, 2018, at City Hall, in the Santiam Room, from 1:00-2:00 p.m.

The Request for Proposals can be downloaded from the City of Albany website at <http://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>, or a printed copy can be obtained at Albany City Hall, Parks & Recreation Department, 333 Broadalbin Street SW, Albany, OR 97321, or phone 541-917-7778, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. There is a \$35 charge for printed RFP documents.

The City will post all addenda on the City website. Prospective Bidders are solely responsible for checking the website to determine if addenda have been issued. For questions or clarifications regarding this RFP contact Diane Murzynski, CPPO, Purchasing Coordinator, at 541-917-7522, or Ed Hodney, Parks & Recreation Director, at 541-917-7769.

Proposals shall be submitted in sealed envelopes and must be received by the City of Albany, at the Parks & Recreation Counter, not later than 2:00 p.m. (local time), Wednesday, September 12, 2018, addressed to the attention of Diane M. Murzynski, CPPO, Purchasing Coordinator, at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321. On the outside of the envelope, please reference “Public Art Installation Downtown Area (RFP No. PK-04-18)”, the RFP closing date and time, and the name and address of the Proposer. Electronic proposals will not be accepted. Proposals received after the designated time and date are late and will not be opened.

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 16TH DAY OF JULY 2018.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

Publish: Albany Democrat-Herald, Monday, July 16, 2018
Daily Journal of Commerce, Monday, July 16, 2018

SECTION 1 – PROCUREMENT REQUIREMENTS

1.1 INTRODUCTION

The City of Albany is a municipal governmental entity providing a full range of services, including fire and police protection; sewer services; water services; construction and maintenance of highways, 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; Councillors 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, as well as, the CARA Advisory Board and the Albany Revitalization Agency (ARA).

Albany employs approximately 424.12 FTE employees and up to an additional 100 temporary employees seasonally. The City Manager, as the City's chief administrative officer, oversees ten department heads. The departments are: Police, Fire, Parks & Recreation, Library, Economic Development and Urban Renewal, Human Resources, Finance, Information Technology, Public Works Engineering & Community Development, and Public Works Operations. The 2019 fiscal year adopted budget is \$205,854,900, including a General Fund of \$41,878,000.

The objective of requesting proposals is for the City to determine which Contractor can offer the highest quality of service at a cost representing the best value to the City. More information is available at the following: <http://www.cityofalbany.net/>.

1.2 PROJECT DESCRIPTION

It is the intent of the City, through its Albany Arts Commission, to request proposals from artists for a public art project. The site for the art installation is generally the central business district in Albany, more specifically at an entrance to the Downtown. The proposed art installation should be in harmony with the natural, cultural, and built environments of Albany. The materials and form of the proposed installation are open, but the final work of art must be durable and sustainable with proper maintenance. Criteria for selection will include aesthetic considerations, professionalism, and suitability to the site.

1.3 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document and the contact for the City for questions, concerns, and protests of this RFP. Proposals must be received at the City of Albany Parks & Recreation counter, **not later than 2:00 p.m., local time, on Wednesday, September 12, 2018.**

Submittal Address & Process Questions

City of Albany
Finance Department
Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

Technical Questions/Scope of Work

Ed Hodney, Parks & Recreation Department
Director of Parks & Recreation
ed.hodney@cityofalbany.net
541-917-7769

333 Broadalbin Street SW, Albany, OR 97321
Email: diane.murzynski@cityofalbany.net
Phone: 541-917-7522

1.4 OPTIONAL PRE-PROPOSAL MEETING

Interested Proposers are invited to attend an optional pre-proposal meeting scheduled at City Hall, Santiam Room, 333 Broadalbin SW, Albany, Oregon, on Wednesday, August 15, 2018, from 1:00 p.m. to 2:00 p.m.

1.5 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	July 16, 2018
Date to Submit Changes or Solicitation Protests	July 25, 2018, 2:00 p.m.
Optional Pre-Proposal Meeting	August 15, 2018, 1:00 p.m.
Last Date for Addenda	September 6, 2018, 12:00 p.m.
Proposal Due Date	September 12, 2018, 2:00 p.m.
Evaluate Proposals	September 13-18, 2018
Presentations	September 25-26, 2018
Notice of Intent to Award	October 11, 2018
Protest Period ends (seven calendar days)	October 18, 2018, 2:00 p.m.
Contract Award & Execution	October 19, 2018

1.5 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Albany reserves the right to make changes to the RFP by written addendum, which shall 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. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Proposal submittal.

1.6 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers shall 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 shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall 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 shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

1.7 CANCELLATION

ORS 279B.100 provides for cancellation, rejection, or delay of proposals when the cancellation or rejection is in the best interest of the Contracting Agency as determined by the Contracting Agency. 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 shall the City of Albany have any liability for the cancellation of award.

1.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Purchasing Coordinator at the submittal location listed above. The City of Albany shall 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 shall not rely upon such interpretations, corrections, and changes. 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 shall be final and binding upon all parties. To the maximum extent allowed by law, the City may waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

1.9 SOLICITATION PROTESTS

A protest of any provision in this RFP must be made in writing and directed to the Purchasing Coordinator at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. 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. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

1.10 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 shall not include any such expenses as part of their Proposals.

1.11 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 particular 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 shall 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 records 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.

1.12 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.
5. Proposal is not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all Proposals upon a finding of the City of Albany that it is in the public interest to do so.

1.13 AFFIRMATIVE ACTION

By submitting a proposal, the Proposer agrees 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).

1.14 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)

Albany encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

1.15 COMPLIANCE WITH STATE OF OREGON LAWS

By submitting a response to this solicitation, Proposer agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation shall include the following laws of the State of Oregon and are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.225, 279B.230, and 279B.235.

1.16 NOTIFICATION OF INTENT TO AWARD

Responsive Proposers to this RFP will be notified of the Evaluation 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.

1.17 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 Bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

The Proposer must deliver the written protest to the Purchasing Coordinator 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 shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline.

1.18 OBLIGATION TO AWARD

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

1.19 AGREEMENT

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

1.20 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 shall begin.

1.21 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.oregon.gov/das/Procurement/Pages/Recippref.aspx>. 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. Telephone: 503-378-4642.

SECTION 2 – GENERAL PROVISIONS

2.1 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

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

Ed Hodney, Director of Parks & Recreation, 541-917-7769

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

2.2 NOTICES, INVOICES, AND PAYMENTS

All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY OF ALBANY: 333 Broadalbin Street SW
 P.O. Box 490
 Albany, Oregon 97321
 accountspayable@cityofalbany.net

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

2.3 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.

SECTION 3 - SCOPE OF WORK

3.1 GENERAL

It is the intent of the City, through its Albany Arts Commission, to request proposals from artists for a public art installation. The proposed art installation should be in harmony with the natural, cultural, and built environments of Albany.

3.2 PROPOSED SITE LOCATION

Site is property of the State of Oregon and maintained by the City of Albany. Installation at this location is subject to the State's issuance of a Use Permit to the City of Albany. If not issued, the City may elect to place the installation in another public location at its discretion.

3.3 PROJECT BUDGET

Total Estimated Project Budget is \$80,000 which includes artist and design fees, cost of materials, construction costs, and installation.

3.4 TERM OF PROJECT

The term of this contract shall begin approximately October 2018 with an ultimate project completion date, including art installation, of **June 30, 2019**.

3.5 SCOPE OF SERVICES

3.5.1. Specifications for the Art Installation Project

1. The proposed art installation should be in harmony with the natural, cultural, and built environments of Albany.
2. The materials to be used are open but must be durable and sustainable for easy maintenance.
3. The proposed design should include aesthetic considerations, professionalism, and suitability to the site.

3.5.2 Proposal Submittal Requirements

Proposer must submit:

1. Artist Resume.
2. No more than eight (8) slides or digital images of completed work by the Artist, including any commissioned pieces that have been completed.
3. An Artist's Statement.
4. Sketches or scale model of the design imagery that will be executed. Submittal can be a representation of the Artist's vision for the Project. Scale of the design is the Artist's choice.
5. A description of the Artist's vision and the design piece proposed.
6. A description of the materials to be used to create the proposed art piece.
7. A description of what is required to maintain and conserve the art installation.
8. A detailed timeline for completion and installation of project.

3.6 RESPONSIBILITIES OF CITY

1. Provide the funding necessary to complete the installation ultimately selected and commissioned by the City.
2. Provide the project site, ensuring compliance with all applicable permits and approvals.
3. Provide applicable utility locates.
4. Provide ongoing maintenance and upkeep after taking ownership of the Public Art Installation.

3.7 RESPONSIBILITIES OF CONTRACTOR

1. Submit a complete and wholly responsive proposal to the City, including any requested additional information as necessary.
2. Directly design, produce or manufacture, install, and complete the commissioned Public Art, including preparation of the project site for installation.
3. Upon selection, required to sign the City's Standard Professional Services Agreement, Attachment A, and provide required insurance as defined in Section VII of the Agreement.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL PROCESS

Each Proposer should provide eight (8) total copies of their proposal with one copy marked “Original”. Sealed proposals must be received by the City of Albany not later than the listed due date and time in Section 1.3.

4.2 PROPOSAL FORMAT

Proposals should be printed double-sided and prepared in a simple, economical manner, without stiff binders or covers, fastened in the top left-hand corner, with the sections tabbed to match those in the RFP, and with all pages numbered within each section. The proposal should be prepared succinctly, providing a straight forward, concise description of the Proposer’s ability to meet the 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.

4.3 PROPOSER REPRESENTATIONS

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

4.4 JOINT PROPOSALS

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

4.5 PROPOSAL REQUIREMENTS

The following information is requested to allow the City to evaluate Proposer responsibility and responsiveness to perform work described in Section 3, Scope of Work. If a contract is awarded, City shall award the contract to the responsible Proposer whose proposal it determines in writing to be most qualified to the City based on the evaluation process and evaluation factors described in Section 5 of this RFP. Other factors may not be used in the evaluation. 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.

4.6 KEY PERSONNEL

The Proposer shall 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 shall not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City Representative. Proposer will provide City with key personnel who have experience with the Proposer’s company and services.

4.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL 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 shall 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.

Contents of Proposal

The following must be submitted as a part of the project proposal.

1. Artist Resume.
2. No more than eight (8) slides or digital images of completed work by the Artist, including any commissioned pieces that have been completed.
3. An Artist's Statement.
4. Sketches or scale model of the design imagery that will be executed. Submittal can be a representation of the Artist's vision for the Project. Scale of the design is the Artist's choice.
5. A description of the Artist's vision and the design piece proposed.
6. A description of the materials to be used to create the proposed art piece.
7. A description of what is required to maintain and conserve the art installation.
8. A detailed timeline for completion and installation of project.

4.8 ADDITIONAL ATTACHMENTS REQUIRED

1. References (Exhibit A).
2. Non-Collusion and Conflict of Interest Certification (Exhibit B)
3. Certification Statement for Corporation or Independent Contractor (Exhibit C)
4. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D).
5. Certification of Insurance Requirements (Exhibit E).
6. Addenda - All addenda of this RFP should be submitted as part of the Proposal Response. Receipt of each addendum shall 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 5 – EVALUATION CRITERIA

5.1 SELECTION PROCESS

Proposers must meet the requirements and demonstrate the necessary experience and qualifications to complete the project in an efficient and cost-effective manner to the City. The City intends to contract for the “best value” product and service that offers the desired level of quality at a reasonable price.

5.2 EVALUATION COMMITTEE

Following the deadline for receipt of proposals, proposals will be reviewed by the City, represented by City staff and the Albany Arts Commission. The highest scoring proposals will be selected and all or a few proposers will be invited to make a presentation to the Evaluation Committee. The City will select a Proposer that is best qualified and intends to negotiate a contract based on all factors involved in the proposal requirements.

The Evaluation Committee will be comprised of a minimum of three (3) members. The City may also seek expert advice to help review proposals. Such advisors to the Evaluation Committee may attend evaluation meetings and Proposer presentations 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.

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. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total proposal score. The City is seeking value from the service requested. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

5.3 EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the apparent successful Proposer. Total possible points will be 100. Presentations will be conducted with all or a select few of the Proposers after the Proposals are evaluated. A possible 50 points will be attributed to presentations of the Proposers’ project vision and design. The presentation scores will be added to the proposal review scores, and the list reordered. 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.

5.4 EVALUATION CRITERIA

Criteria for selection will include, but not be limited to, the following:

1. Introductory Letter - Proposer shall include an Introductory letter that includes 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 Professional Services Agreement, Attachment A, and meet the requirements of this RFP. The Introductory Letter shall also 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 shall be signed by an authorized representative of the Proposer. Include an email address, telephone, and fax numbers. Any exceptions to the Agreement shall be provided within this Letter. If Proposer is exempt from providing Workers’ Compensation, Proposer should note exemption in the Introductory Letter.

2. Experience and Qualifications - Describe the Proposer’s qualifications and experience providing public outdoor art in downtown areas to public and government agencies. Include no more than eight (8) slides or digital images of completed work by the artist, including any commissioned pieces that have been completed. Provide an Artist’s Statement and/or a Resume. Demonstrate Proposer’s ability to carry out a project within budget and on time with strong consideration of Proposer’s ability to work within a given timeframe.
3. References - Provide four (4) references from customers for whom the Proposer is currently or has previously provided services defined in this RFP, preferably within the last three (3) years. References should include a contact name, phone number, email, and mailing address. References may be contacted to assist with the evaluation of experience, qualifications, and customer satisfaction. Proposer shall provide reference information on Exhibit A. Additional references will be contacted by the City at its discretion.
4. Design Proposal – Provide sketches and/or a scale model of the imagery that will be created and should reflect artistic merit, concept, design, and craftsmanship. Include a written statement describing the creative vision for the art piece being proposed. Include a complete description of the materials from which the art piece will be made. The proposed design should demonstrate efficient and effective use of space and be compatible with site uses, which include nature and recreational activity.

5.5 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
Design Proposal	45%
Experience and Qualifications, including Resume and/or Artist Statement	40%
References (Exhibit A)	15%
TOTAL POINTS AVAILABLE IS 100	100%

5.6 PRESENTATIONS

The City will conduct Presentations with all or a select few of the Proposers after the Proposals are evaluated. The City intends to establish a short list of the top proposals and submit invitations to those Proposers to present their design concept. The Evaluation Committee may ask questions related to the proposal, the design, and the scope of work. The City will schedule the time and locations on the dates indicated in the RFP Schedule at a location to be determined in Albany. Artists invited to make a presentation of their project vision and design will be responsible for scheduling and paying for their own travel arrangements. A total of 50 points will be attributed to presentations.

5.7 RANKING OF PROPOSALS

Proposals may be ranked by the Evaluation Committee based on evaluation of responses and presentations, 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 Evaluation Committee. Contractor’s scores will be totaled and ranked. The City will negotiate a final design and cost with the Successful Proposer.

Any Proposer's response to this RFP shall be considered de facto permission to the City of Albany to disclose the results, when completed, to selected viewers at the sole discretion of the City of Albany.

5.8 NEGOTIATIONS

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

5.9 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).

ATTACHMENT A – *SAMPLE CONTRACT*

STANDARD TERMS AND CONDITIONS AGREEMENT TO FURNISH PUBLIC ART INSTALLATION IN ALBANY DOWNTOWN AREA 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 professional services for *Public Art Installation in the Albany Downtown Area* for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as CITY. The term of this Project shall begin in October 2018 with an ultimate completion date of June 30, 2019.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Request for Proposals, including Exhibits, Attachments, and Appendices, Statement of Work, and Proposal Response.

The CITY shall 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 shall control. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of the CONTRACTOR and the CITY shall not be construed to exceed those services and duties specifically set forth in this Agreement.

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

ARTICLE II: 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 shall be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state and local laws, codes and regulations. CONTRACTOR agrees to provide the goods and services defined in this RFP to the satisfaction of the City.
- C. Level of Competence. CONTRACTOR is employed to render art services to the City and shall be responsible, to the level of competence presently maintained by other providers in good standing and engaged in the same type of goods and services and other work products furnished under this Agreement.
- D. Lead Contractor. _____ shall serve as the lead artist for the public art installation project to the City of Albany described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- E. Documents Produced. CONTRACTOR agrees that all 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, shall be considered property of the CITY, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.

- F. State or Federal Requirements. 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 and C, 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 shall be deemed to be not in compliance with any statute or role of law, such provision shall be deemed modified to ensure compliance with said statute or role 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 shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- H. Record Retention and Review. The CONTRACTOR shall 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 shall 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 seven (7) 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 shall be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Identity Theft Protection Act. CONTRACTOR, and its subcontractors to comply with the Oregon Identity Theft Protection Act (OITPA), 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 Form) as a condition of the City's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 Form to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONTRACTORS must complete the City's ACH Vendor Direct Payment Authorization Form. The form is available on the City website at <https://www.cityofalbany.net/departments/finance/city-purchasing/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY shall 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 shall 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 shall 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 shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the

modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE V: COMPENSATION

CITY agrees to pay for the services in Article I in accordance with the negotiated Statement of Work and associated Cost Proposal as provided for in the negotiation procedures section of the Request for Proposals.

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 shall be withheld, and the undisputed portion shall 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 shall 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 annual budget shall 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 shall 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 shall 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.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

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

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

- 2. **Automobile Liability:** \$1,000,000 Per Occurrence

- 3. **Employers Liability:** \$1,000,000 Each Accident
 \$1,000,000 Disease Aggregate
 \$1,000,000 Disease Each Employee

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 shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONTRACTOR shall 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 shall 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 a copy of the Additional Insured Endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
- 3. Workers’ Compensation and Employers Liability Coverage - The insurer shall 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 shall 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 shall not be considered an assignment of a portion of this Agreement, and the CONTRACTOR shall remain fully responsible for the work performed, whether such performance is by the CONTRACTOR or subcontractors. No subcontractors shall be used without the written approval of the CITY.

Nothing herein shall 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 shall 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 shall 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: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by this Agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by written notice from the party initiating termination no less than fifteen (15) days in advance of the effective date of termination. Such notice of termination shall be delivered by certified mail with a receipt for delivery returned to the sender.

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

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

ARTICLE XII: FORCE MAJEURE

Neither the CITY nor the CONTRACTOR shall 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 XIII: 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 shall 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 XIV: 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 shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: 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 shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

ARTICLE XVI: 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 shall 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 XVII: COURT OF JURISDICTION

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

CONTRACTOR:

Date: _____

By: _____
CONTRACTOR

By: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Corp. Tax Id. No.

CITY OF ALBANY, OREGON:

Date: _____

By: _____
Ed Hodney
Parks & Recreation Director

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A - REFERENCES

REFERENCE 1

Organization Name

Telephone

Contact Person

Email

Mailing Address

Contract Term

Project Description

REFERENCE 2

Organization Name

Telephone

Contact Person

Email

Mailing Address

Contract Term

Project Description

EXHIBIT A - REFERENCES

REFERENCE 3

Organization Name

Telephone

Contact Person

Email

Mailing Address

Contract Term

Project Description

REFERENCE 4

Organization Name

Telephone

Contact Person

Email

Mailing Address

Contract Term

Project Description

EXHIBIT B - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

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

Certifications

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

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

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

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

Disadvantaged, Minority, Emerging Small Business (DMESB) (check applicable box): Yes No

Reciprocal Preference Law – Residency (check box that applies): 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 Id. No.

Fax Number

Email Address

Signature

Date

EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

Signature: _____

Title: _____ Date: _____

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

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

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

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

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

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

Contractor shall at all times maintain in force at Contractor's expense for 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. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see 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.

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 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."**

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.)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.**

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.)

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. Contractor shall furnish a current Certificate of Insurance to the City.

Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the City.

Certificate holder should be: City of Albany, P.O. Box 490, Albany, OR 97321. Certificates of Insurance can be faxed to the City Finance Department, Attn: Diane Murzynski, at 541-917-7511.

Contractor's Acceptance: _____

Completed at City by: Diane M. Murzynski

EXHIBIT F – PROJECT AREA MAP

A. Area Map of Albany, Oregon



B. Project Location

