



CITY OF ALBANY, OREGON

ALBANY FIRE DEPARTMENT

Solicitation # RFP240104

REQUEST FOR PROPOSALS

FOR

Linn County HazMat Release Functional Exercise

Issue Date: Monday, January 15, 2024

Due Date: Tuesday, February 13, 2024, 2:00 p.m. (Pacific Time)

Fire Chief **Shane Wooton**
Emergency Manager **Chuck Perino**
LEPC Information Coordinator **Kate Hennessy**
Contracts and Procurement Officer **Diane M. Murzynski, NIGP-CPP, CPPO, CPPB**

**For more information regarding this Request for Proposals,
email contracts@albanyoregon.gov.**

CITY OF ALBANY, OREGON
Linn County HazMat Functional Exercise RFP
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PROPOSER'S SUBMITTAL CHECKLIST

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

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

The following shall be received to be considered responsive:

- Introductory Letter
- Management Letter
- Disclosure Statement
- Project Approach, Understanding, and Timeline
- Project Team Qualifications and Experience with Similar Projects
- Work Plan and Deliverable Schedule
- Cost Proposal (Exhibit A)
- Proposal Certification (Exhibit B)
- Certification for Corporation or Independent Contractor (Exhibit C)
- Responsibility Certification (Exhibit D)
- Insurance Requirements (Exhibit E)
- References (Exhibit F)
- Evidence of Insurance, Bondability letter (if applicable)
- Acknowledgement of all addenda on Proposal Certification

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



CITY OF ALBANY, OREGON

REQUEST FOR PROPOSALS (RFP)

Linn County HazMat Release Functional Exercise

Proposals Due by 2:00 p.m. (Pacific Time), Tuesday, February 13, 2024

Notice is hereby given that the City of Albany ("City") is requesting proposals from qualified contractors to provide services to develop and conduct a hazardous materials release functional exercise. The purpose of the exercise is to evaluate and improve coordination between emergency responders, review procedures and coordination for response, warning, and evacuation of the immediate vicinity in the area of the accident and evaluate the Mid-Valley Local Emergency Planning Committee's (LEPC) Emergency Response Plan.

The scope of services include:

- Build an exercise around a hazardous materials transportation rail accident occurring at the ATI Specialty Alloys and Components facility located in north Albany/Millersburg, Oregon.
- Develop the exercise, including all written documentation and evaluation materials.
- Conduct the exercise, including a Master Scenario Events List (MSEL) and injects.
- Conduct hot wash and after-action review.
- Provide After-Action Report and Improvements Report.
- Exercise should be no more than four hours (pre-exercise discussion, exercise, hot wash, and wrap-up.) An After-Action Meeting will be held later to review processes.

This procurement is being made in accordance with 2 CFR § 200.320 and ORS 279B.060. The Contractor must comply with *Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

Solicitation documents may be downloaded from the City of Albany website at <https://albanyoregon.gov/bids>, or examined at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321, Monday through Friday, 8:00 a.m. to 5:00 p.m. There is a \$35 charge to receive a printed copy of the documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. Proposers are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions regarding the solicitation, contact Diane Murzynski, CPPO, Contracts and Procurement Officer, at diane.murzynski@albanyoregon.gov, and Kate Hennessy, Administrative Assistant/LEPC Information Coordinator, at kate.hennessy@albanyoregon.gov.

Time is of the essence to acquire a qualified Contractor to provide the required services within the grant timeline. Proposal responses must be submitted electronically to Diane Murzynski, in the Finance Department, at procurement@albanyoregon.gov, and must be received not later than 2:00 p.m., (Pacific Time), Tuesday, February 13, 2024, or any extension of the time made by addendum. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "Linn County HazMat Release Functional Exercise". Proposals received after the closing date and time will not be opened or reviewed. Proposals shall be valid for 120 days after opening unless otherwise specified.

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 15TH DAY OF JANUARY 2024.

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

PUBLISH: Albany Democrat-Herald, on Tuesday, January 16, 2024
Daily Journal of Commerce, on Monday, January 15, 2024

SECTION 1 – INTRODUCTION

1.1 CITY BACKGROUND INFORMATION

The City of Albany is a municipal governmental entity providing a full range of services, including police and fire 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 57,289 (World Population Review 2023), 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 and Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering and 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 and most advantageous to the City. More City information is available at <https://albanyoregon.gov> and a location map at [ATI Specialty Alloys and Components Location Map](#).

1.2 SERVICES REQUIRED AND BACKGROUND

The project is to provide services for the design, coordination, and implementation of a Hazardous Material Release Functional Exercise that will take place at the ATI Specialty Alloys and Components facility in the north Albany/Millersburg area. The first exercise was a tabletop exercise conducted in August 2023. This current exercise is projected to be the second in a series of exercises, culminating in a full-scale exercise using the same scenario. The Mid-Valley LEPC Emergency Response Plan is provided as Appendix A.

1.3 PROCUREMENT SOURCING METHOD AND FUNDING

Funding for this project is provided by the Oregon State Fire Marshal through the Mid-Valley LEPC in the amount of \$33,000. The funds were approved and allocated for use by the Albany City Council at the November 29, 2023, City Council meeting, for the Mid-Valley LEPC to hire a Contractor to conduct a HazMat Release Functional Exercise. No additional funds have been allocated for the Project; therefore, the Project cannot exceed the approved grant funding. The City will use a procurement and source selection method based on an advertised formal, competitive request for proposals in accordance with ORS 279B.060 and 2 CFR § 200.320. The Contractor must comply with *Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Contracts and Procurement Officer will issue the Request for Proposals document and will be the point of contact for questions, concerns, and protests.

Submittal Address:

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

Proposal responses must be submitted to procurement@albanyoregon.gov.

2.2 RFP SCHEDULE

The following general timeline will be used 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	January 15, 2024
Date to Submit Changes or Solicitation Protests	January 24, 2024, 2:00 p.m.
Last Day to Submit Questions	February 6, 2024, 12:00 p.m.
Last Day for Addenda Issued	February 8, 2024, 12:00
Proposal Due Date	February 13, 2023, 2:00 p.m.
Evaluate Proposals	February 15, 2024
Optional Interviews	February 20, 2024
Notice of Intent to Award	February 21, 2024
Protest period ends (seven calendar days)	February 28, 2024, 12:00 p.m.
Contract Execution	March 1, 2024
Contract begins	March 8, 2024
Kickoff Meeting	March 15, 2024

2.3 CHANGES TO THE SOLICITATION DOCUMENTS BY ADDENDA

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

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

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

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, WITHDRAWALS AND MODIFICATIONS

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

2.7 CONDITIONS OF SUBMITTAL

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

1. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of

Albany, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.

2. The Proposer has examined all parts of the request for proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer must accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
3. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
4. The Proposer has demonstrated quality experience providing the required goods and/or services, or consulting services, whichever is applicable.
5. The Proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The Proposer will comply fully with the scope of services for the agreed contract.
7. The Proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

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

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 to Diane Murzynski, Contracts and Procurement Officer, at contracts@albanyoregon.gov. Answers will be provided to all Proposers of record on the date that answers are available by posting to the City website.

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 emailed to Diane Murzynski, CPPO, Contracts and Procurement Officer, at procurement@albanyoregon.gov 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 or requests are incomplete. 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 Contracts and Procurement Officer, 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 (FOIA) and 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. The State of Oregon provides a certification directory for MWESB Contractors <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>. Proposers must consider MWESB Contractors for subcontracting opportunities.

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

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

2.21 SUBCONTRACTORS/SUBCONSULTANTS

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful Proposer for work to be performed under a subconsultant/subcontractor, including procurements of materials or leases of equipment, each potential supplier will be notified by the successful Proposer of the Proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws. A list of potential state certified DBE Contractors is available at <https://oregon.gov/cobid/pages/default.aspx> and from the City's website at <https://albanyoregon.gov/bids>.

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 of 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 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 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 AND DEBRIEFING OPPORTUNITY

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 days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the Proposer, or their designee, if an email has not been provided.

The City will notify all Proposers of their opportunity to request a debriefing with Procurement to review scores, evaluation, interviews and demonstrations, if applicable, and proposal recommendations for improvement.

2.25 PROTEST OF AWARD

A Proposer whose submittal was scored as the second apparent, most advantageous proposal response, and submitted a responsive and responsible proposal, may protest the award of contract or the intent to award such a contract, whichever occurs first. In addition, the following conditions must exist: (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/proposals, or higher-ranked bids/proposals are nonresponsive; (3) The City has failed to conduct the evaluation of bids/proposals in accordance with the criteria or processes described in the solicitation document and the specific criteria and process being protested must be included; (4) The City has abused its discretion in rejecting the protestor's bid/proposal 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.

Written protests must be delivered to the Contracts and Procurement Officer at procurement@albanyoregon.gov, within seven 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. The written protest must specify the grounds for protest, must be received by the deadline provided in the notice of intent to award, and must be complete meeting all conditions addressed above, to be considered by the City, pursuant to ORS 279B.410(2). City will not consider a protest of contract award that is incomplete and submitted after the above timeline.

2.26 NONAPPROPRIATION

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

2.27 AGREEMENT

The Successful Proposer(s) 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, or 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. Proposers may submit alternatives to the Agreement for the City's review. The City, at its sole determination, may approve the Proposer's offered terms, as is, require modifications, or reject the proposed agreement terms and conditions and require the City's Agreement be executed for the purpose of this RFP.

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 INDEPENDENT CONTRACTOR (ORS 670.600)

The Contractor shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Contractor, in performing the services specified in this contract, shall act as an Independent Contractor, and shall have control of the work and the manner in which it is performed. Contractor is not considered an agent or employee

of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provides its employees.

2.30 RECIPROCAL PREFERENCE LAW

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

2.31 INVOICES

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

City of Albany
Attn Accounts Payable
P.O. Box 945, Albany, Oregon 97321
Accountspayable@albanyoregon.gov

Please submit a courtesy copy to Kate Hennessy at kate.hennessy@albanyoregon.gov.

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

SECTION 3 – SCOPE OF WORK

3.1 PROJECT DESCRIPTION

An RFP is being solicited to obtain a Contractor to conduct a Hazardous Material Release Functional Exercise at the ATI Specialty Alloys and Components facility. The project will be a joint effort with ATI and overseen by Albany Fire Department and the Mid-Valley LEPC. Contractor's submitting proposals shall include a functional exercise to evaluate and improve coordination between emergency responders and review procedures and response.

The Mid-Valley LEPC is an organization comprised of private facilities, governmental agencies, and non-profit organizations whose purpose is to provide preparedness and outreach for hazardous materials incidents and provide emergency planning. This exercise is the second in a three-part series, the first being a tabletop exercise, and the third culminating in a full-scale exercise, all using the same scenario.

3.2 CONTRACT TERM

The contract term is from March 1, 2024, through September 1, 2024, with all work completed and invoices submitted no later than September 9, 2024, in accordance with grant requirements.

3.3 SCOPE OF SERVICES

This project is designed to provide a functional exercise from a release of extremely hazardous substances from a railcar stopped at the ATI Specialty Alloys and Components facility in north Albany/ Millersburg, Oregon.

The Contractor shall:

- Design, facilitate, and evaluate a functional exercise around the scenario of a release of extremely hazardous substances from a railcar in Linn County, Oregon, located at the conjunction of several major transportation routes for both rail and road.
- Coordinate with several local, regional, and state partners to ensure a successful training exercise. These partners may include law enforcement (state and county), the Albany Fire Department, Regional HazMat Response Team #5, Emergency Management, City of Albany Public Works, Linn County Dispatch (911), 102nd CST (National Guard), and healthcare.
- Meet with the LEPC up to four times during the planning process to establish all required material to fulfill HSEEP requirements. Total exercise time should be no more than four hours, including pre-exercise discussion, exercise, hot wash, and wrap-up.
- Conduct an After-Action Meeting after the functional exercise and provide an After-Action Report and Improvements Report to the LEPC.

3.4 REQUIRED SERVICES

The Contractor shall:

- Develop Exercise Objectives, Master Scenario Events List, Situation Manual, Exercise Plan, and other required HSEEP documents required for a functional exercise.
- Provide diligent and consistent oversight and direction of the activities of the Project Team to ensure Project proceeds in a timely and efficient manner in accordance with the Project Schedule.

- Schedule and conduct Initial Planning Meeting, Mid-Term Planning Meeting, and Final Planning Meeting.
- Deliver regular Status Reports by email to the City Emergency Manager Chuck Perino, at chuck.perino@albanyoregon.gov to verify project progress, discuss critical or major issue resolution, discuss any project schedule changes, and discuss any other issues that may affect successful, on-time project completion.
- Communicate preferably by email and include members of the Project Team (designated City staff and LEPC members).
- Schedule and hold meetings virtually, in-person, or in a hybrid manner.
- Schedule and conduct Status Meetings once a month.

3.5 MINIMUM REQUIREMENTS

Contractor Experience and Qualifications

- Minimum of 3 years' experience developing Emergency Planning and Community Right to Know Act (EPCRA) compliant emergency response plans.
- Minimum of 3 years' experience coordinating EPCRA plan development with a LEPC.
- Minimum of 3 years' experience evaluating internal response capabilities to hazardous materials release within a TIER II subject facility.
- Minimum of 3 years' experience in utilizing plume modeling software.
- Minimum of 3 years' experience utilizing CAMEO, MARPLOT, and ALOHA software.
- Must be capable of successfully passing a background check applicable to the services provided, if conducted.

Contractor Responsibilities

- Work under the direction of the Mid-Valley LEPC and LEPC Executive group to maintain active and open communication and collaboration regarding work status assessment related to timeline requirements.
- Provide appropriate staffing to support the development and facilitation of Project activities.
- Be available in-person and remotely for planning, debriefing, after action, and necessary meetings unless agreed upon by the Mid-Valley LEPC Executive group.
- Plan for multiple planning sessions throughout the planning process to ensure the final project activities meet the stated objectives and provide a seamless transition from planning to execution.
- Provide copies of all documentation of required work and any documents utilized during the project activities in MS Word or Excel, and any original documents prepared for reporting purposes.
- Utilize electronic communications and email distribution of meeting minutes, draft plans, or documents and seek final approval of any mass printing projects.
- Act as communications liaison for all meetings between agency participants and members of the public, if applicable; develop and provide contact list and email distribution lists, accordingly.

3.6 PROJECT DELIVERABLES

Required reports should be provided electronically in Word or Excel format.

- Provide Project Schedule at the Kick-off Meeting explaining how Contractor will meet the completion date of September 1, 2024.
- Facilitate and document the functional exercise.
- Conduct functional exercise and hot wash.
- Provide After-Action and Lessons-Learned Reports to the LEPC.

Deliverables are considered tangible work products that are to be delivered to the City. All deliverables resulting from this Agreement will become the property of the City. As such, the Contractor grants the City the right to copy and distribute (in any and all media formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes solely at the discretion of the City of Albany.

3.7 CITY RESPONSIBILITIES

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

3.8 CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

The Contractor will utilize employees or subcontractors who can perform the work described in the RFP scope of services and must wear or provide identification so individual is readily identifiable as an employee of the Contractor or a subcontractor. Contractor's and subcontractor's employees shall not represent to anyone they are an employee of the City of Albany.

The City and the Contractor will promptly notify the other of any complaints received within 24 hours. The Contractor will utilize employees and subcontractors who can perform the work described in the scope of services. At the request of the City, the Contractor shall promptly replace any employee or subcontractor should a situation arise, that cannot be remedied by the Contractor.

3.9 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.

3.10 CITY REPRESENTATIVE AND CONTRACT ADMINISTRATOR

The City's Representatives 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 representatives shall also have authority to reject all work that does not conform to the contract documents. The Contract Administrator and City Representative will be Chuck Perino, Albany Emergency Manager/Vice-Chair Mid-Valley LEPC, chuck.perino@albanyoregon.gov, or designee Kate Hennessy, Mid-Valley LEPC Coordinator, kate.hennessy@albanyoregon.gov.

Upon contract implementation and acceptance, the City Representative will oversee payment reconciliation and contract oversight. The City's Representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract 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.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL PROCESS

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

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City may disqualify the Proposer. Each Proposer must provide: A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal; and provide specific qualifications of prior work experience within a governmental environment.

4.2 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 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. The City reserves the right to reject proposals that are deemed illegible or too difficult to read.

4.3 PROPOSER REPRESENTATIONS

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

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 it 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

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City may disqualify the Proposer. Each Proposer must provide: A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal; and provide specific qualifications of prior work experience within a governmental environment.

4.6 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS

Proposers must describe their qualifications and commitment to providing the scope of services defined in Section 3 and include the following submittal requirements.

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 Agreement, Attachment A.
- Include a statement that the proposer agrees to perform all work outlined in the City's RFP and within the time periods established by the City.
- Certify to comply with 2 CFR 200 and *Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.
- Name of 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.
- List any exceptions to the City's Standard Terms and Conditions Agreement. If proposer is exempt from providing workers' compensation insurance, Proposer shall note such exemption.
- Provide evidence of insurance by submitting a certificate of insurance meeting the City insurance requirements, or certifying to meet the requirements if selected, and a Bondability letter, if applicable, should self-insured retention (SIR) be applicable to coverage(s).

2. Management Letter

- Include full legal name, including any and all company names previously use, including dba, if applicable.
- Year business started.
- State and location of company headquarters; Include if there is a local office.
- Brief company history.
- Identify key competitors and what makes your firm different from other providers of similar services.
- Identify and include outsourcing and subcontractors' information, if applicable.

3. Disclosure Statement

- Provide a statement disclosing whether the Proposer or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing products and/or services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they

occurred, and indicate the outcome of the proceedings.

- A statement regarding any litigation proposer's company has been involved in where an adverse decision may have resulted in a material change to Proposer's financial position of future viability.

4. Project Approach, Understanding, and Timeline

- Provide a statement to describe Proposer's understanding of the work to be performed and your approach to meet the requirements in the RFP. Provide a recommendation to the City's Project Timeline if an alternative is recommended.
- Include recent, current, and projected workloads of the Project Team and demonstrate Proposer's ability to assign necessary resources and staffing over the term of the contract for a successful project, on time and on budget. Include your approach to ensure staffing is available to perform the work for the duration of the contract.
- List and describe the significant issues and concerns that need to be addressed.
- Include an explanation of how a collaborative relationship with the City will be established, including methods for communicating and sharing information and materials with City staff and LEPC, as well as facilitating meetings, building consensus, and working with regional agencies, and regulatory agencies.

5. Project Team Qualifications and Experience with Similar Projects

- Identify the Project Team and provide qualifications for all pertinent Project Team members including the project manager/team lead, other key personnel, and all subconsultants included on the Team. Include education, years of experience, professional licensure, registrations, or certifications.
- Provide experience with similar projects in complexity and duration, describe the project work, the jurisdiction in which the work occurred, and performance history meeting deadlines and producing high quality work.
- Include experience in Oregon, preferred, and working with local and state government and regional entities.
- Team has a minimum of five years' experience providing the same or similar services.
- Demonstrate direct experience providing the scope of services in Section 3 to Oregon governmental agencies.
- Identify services that will be outsourced, if any.

6. Cost Proposal(s)

- Submit a complete Cost Proposal on Exhibit A. Additional pages may be submitted to describe other fees and itemize costs.
- Individual's travel costs for workshops, meetings, or other activities, and materials and supplies are considered incidentals.

7. Work Plan and Deliverable Schedule

- Present a Work Plan and Deliverable Schedule that best addresses and fulfills the project objectives and the City's needs as described in Section 3 Scope of Work.
- List proposed personnel, including the Project Manager and any subconsultants, hours anticipated and by task.
- Present a Work Plan that clearly reflects work assignments and products to be completed by the Proposer and City staff.
- Provide a Gantt chart to reflect the project timeline by date, project team member, and proposed hours and tasks.

8. References

- Provide four (4) references from customers, including government agencies and preferably Oregon local government, State agencies and regional regulatory agencies for whom the Proposer is currently or has previously provided services within the past five years. Include the contact names, phone number, email, and mailing address. List references on Exhibit F.
- References must clearly demonstrate the type of services provided to customers and the length of service.
- References must be available and offer adequate information if contacted by the City for a reference check. Additional references may be contacted by the City at its discretion.

4.7 REQUIRED EXHIBITS

- a. Cost Proposal (Exhibit A)
- b. Proposal Certification (Exhibit B)
- c. Certification for Corporation or Independent Contractor (Exhibit C)
- d. Responsibility Certification (Exhibit D)
- e. Insurance Requirements (Exhibit E)
- f. References (Exhibit F)

SECTION 5 – EVALUATION CRITERIA AND CONTRACT AWARD

5.1 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 shall meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget in an efficient and cost-effective manner. The City intends to contract for the “best value” product and service that offers the desired level of quality at a reasonable price.

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

5.2 SELECTION REVIEW TEAM

The Selection Review Team will be comprised of a minimum of three members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation for an award. The City may seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews, if applicable, and lend any such expertise to the process as requested. However, any such person contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, have communications with any Proposers regarding their proposals or the process.

Proposals must provide a concise description of the Proposer’s ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. 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 proposal response to determine the Apparent Successful Proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria, the requirements listed in the Scope of Work, Section 3, and the submittal requirements in Section 4.6 and 4.7. 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.

EVALUATION FACTORS

5.3.1 INTRODUCTORY LETTER

- Included an expression of interest; can provide the scope of services.
- Willingness to enter into a contract with the City based on the terms and conditions in the sample Agreement; Indicated exceptions if applicable.
- Evidence of insurance reflects that Proposer can meet or will meet City insurance coverage requirements.

5.3.2 MANAGEMENT LETTER

- Firm is well established in the industry.
- Provided complete company, employee, and location information.
- Indicated their key strengths over other Contractors providing similar services.

5.3.3 DISCLOSURE STATEMENT

- Disclosure statement reflects a summary and dates of any lawsuits or disciplinary actions, and the outcome of the proceedings.
- If material concerns are indicated, actions and outcomes were identified; Response reflects transparency and accountability.

5.3.4 PROJECT APPROACH, UNDERSTANDING, AND TIMELINE

- Fully described significant issues and concerns and demonstrated their approach to resolve issues.
- Understands the work to be performed and the City's needs and timeline.
- Response reflects comprehensiveness.
- Includes a viable project approach and timeline.
- Demonstrates commitment to the City project and staff availability.
- Indicates how a collaborative relationship will be established and methods used for effective communication with City staff, regional agencies, and Mid-Valley LEPC and regulatory agencies.

5.3.5 PROJECT TEAM QUALIFICATIONS AND EXPERIENCE WITH SIMILAR PROJECTS

- Project Team experience and qualifications reflect project manager, project team and key personnel, including subcontractors or outsourcing (services identified), if applicable.
- Team is qualified to provide the services defined in the RFP and meets City's minimum qualifications.
- Demonstrated proposed key personnel have worked on similar projects in complexity and a performance history is included for all Project Team members.
- Experience included Oregon local and/or state government and regional entities.
- Project experience reflects successful results. Contractor demonstrated meeting deadlines, and time and budget constraints.

5.3.6 COST PROPOSAL

- Scoring shall be based upon the percentage of the proposed cost as compared to the lowest Proposer's cost using the following formula: lowest cost of all Proposers x cost points possible = cost score.
- Cost Proposal presented on Exhibit A; Costs are reasonable.

5.3.7 WORK PLAN AND DELIVERABLE SCHEDULE

- Provided all proposed personnel, including anticipated hours and by task.
- Reflects work assignments to be completed by the Proposer, City staff, LEPC, and subcontractors.
- Gantt chart reflects all required dates, team members, tasks, hourly rates, and hours.
- Projected timeline demonstrates project can be completed timely with the proposed available staffing.

5.3.8 REFERENCES

- References are relevant and reflect similar projects, including details and listed on Exhibit F.
- Clients/customers were satisfied with proposer's quality of service and level of performance, indicated good communication and collaboration with staff and other agencies, and projects were successful.

5.4 EVALUATION CRITERIA SCORE GRID

The Responses to this solicitation will be used to evaluate the capabilities of interested Contractors to provide the described services. The criteria listed below will be used to score proposals to determine the Apparent Successful Proposer. Total possible points will be 150.

Introductory Letter	P/F
Management Letter	P/F
Disclosure Statement	P/F
Project Approach, Understanding, and Timeline	40
Project Team Qualifications and Experience with Similar Projects	35
Cost Proposal	30
Work Plan and Deliverable Schedule	25
References	20
TOTAL POINTS AVAILABLE IS 150	150

5.5 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 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 or may be conducted remotely.

Proposers invited to the interview will be responsible for making and paying for their own travel arrangements, if applicable. If held, a possible 20 points may be attributed to interviews. A set of questions may be provided to the selected Proposers prior to the interview date at the City's discretion.

5.6 RANKING OF PROPOSALS AND SELECTION

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 who is deemed to be the most appropriate and fully capable 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.

5.7 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.

5.8 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).

5.9 CONTRACT AWARD

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

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

5.10 INSURANCE REQUIREMENTS

The successful Proposer must be covered by commercial general liability and automobile liability. Proposer must be covered by workers' compensation insurance which will extend to and include work in Oregon unless Proposer is exempt from workers' compensation. Contractor shall indicate exemptions, if any, to workers' compensation within the Introductory Letter.

Proposer must provide evidence of insurance and certify that Proposer will meet the City insurance requirements as defined in the RFP if awarded a contract. Proposer must provide a Certificate of Insurance reflecting the insurance requirements within seven days of the Notice of Award. If Proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer.

EXHIBIT A – COST PROPOSAL

In accordance with the Request for Proposal, the Proposer referenced below, hereby submits a Cost Proposal.

Regional HazMat Full-Scale Rail Release Exercise Cost Summary					
Item	Description	List Personnel	Hours	Hourly Rate	Total Cost
1	Labor Cost				
2	Travel Expense				
3	Printing				
4	Materials and Supplies				
5	Other Fees (Describe)				
TOTAL					

All costs must be proposed in U.S. Dollars. Individual's travel costs are considered incidentals. Additional pages may be submitted to reflect itemized costs.

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, and bonds (if applicable), have been reviewed and are incorporated in this Cost Proposal.

Firm Name: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contractor's Name (please print) _____ Tax ID No.: _____
 Signature: _____ Title: _____
 Date: _____ Email: _____

EXHIBIT B – PROPOSAL CERTIFICATION

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

Certifications

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

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

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

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

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

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

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

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

Addenda Acknowledgement- No(s). ___ Dated ___ No(s). ___ Dated ___ No(s). ___ Dated ___ No(s) ___ Dated: ___

Signature Block

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

Contractor Name/Title

Telephone Number

Mailing Address, City, State, Zip

Tax Identification No.

Fax Number

Email Address

Contractor Signature

Date

EXHIBIT C – CERTIFICATION FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

Signature: _____

Title: _____ Date _____

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

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

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

C. Independent Contractor

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

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

Contractor Signature: _____

Name/Title: _____ Date: _____

EXHIBIT D – RESPONSIBILITY CERTIFICATION

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

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

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

The Proposer certifies to the best of its knowledge that:

- Contractor is registered to do business in the State of Oregon.
- Contractor can perform the work as indicated in the RFP for the contract term.
- Contractor has experience with similar projects and had a satisfactory record of performance.
- Contractor has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or can obtain the resources and expertise necessary to meet all contractual responsibilities.
- Contractor has not been debarred or suspended by any federal, state, or local agency; Contractor is not listed on the State of Oregon's Ineligible Contractors list; Contractor is not listed on the SAM Exclusion list (federal funding requirement).

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Contractor Signature: _____ Date: _____

Name/Title _____

Company Name: _____

Phone: _____ Email: _____

EXHIBIT E – INSURANCE REQUIREMENTS

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

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

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.** If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide **Tail Coverage**.
 If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$2,000,000 per occurrence and \$2,000,000 in annual aggregate.
 Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis"**. A combination of primary and **Excess Liability or an Umbrella insurance policy** may be used to meet the required limits of insurance.
 If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$2,000,000 per occurrence and \$3,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$10,000,000 per occurrence and \$10,000,000 in annual aggregate.
 Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **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 \$2,000,000 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.**
 If this box is checked, the limits shall be \$2,000,000 per incident/claim and \$2,000,000 in annual aggregate.
 Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

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

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

Garage Keepers' Legal Liability - Coverage for vehicles, including equipment and contents left in vehicles during unhooking, storage, repairs, maintenance, or safekeeping. **Coverage must include \$500,000 combined single limit per location.**

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

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

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

Excess Liability or Umbrella Liability Policy - A combination of primary and Excess Liability or Umbrella Insurance coverage policy may be used to meet the required limits of insurance required by City. Contractor must indicate such on the certificate of insurance or within the endorsements.

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

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

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

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

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

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

Certificate Holder - Shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.

Insurance Renewals - Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at insurance@albanyoregon.gov.

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

Signature Block:

Contractor's Acceptance: _____ Date: _____

Company Name: _____

EXHIBIT F - REFERENCES

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

REFERENCE 1

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Address

Contract Term

City, State, Zip

Project Description:

REFERENCE 2

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Address

Contract Term

City, State, Zip

Project Description:

REFERENCE 3

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Address

Contract Term

City, State, Zip

Project Description:

REFERENCE 4

Organization Name

Phone

Contact Person

Email (needed for reference checks)

Address

Contract Term

City, State, Zip

Project Description:

ATTACHMENT A – *SAMPLE CONTRACT*
STANDARD TERMS AND CONDITIONS
AGREEMENT TO FURNISH
A LINN COUNTY HAZMAT RELEASE FUNCTIONAL EXERCISE
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 a Linn County HazMat Release Functional Exercise as defined in the Request for Proposals, for the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The contract term shall be from March 1, 2024, through September 1, 2024, with all invoices and reports submitted by September 9, 2024.

CONTRACTOR must abide by 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards and must comply with *Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* provided as an attachment to this Agreement.

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, *Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, Statement of Work, Addenda and Clarifications, Request for Proposals, including Exhibits, Attachments, and Appendices, and Proposer’s Response.

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

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

ARTICLE II: RESPONSIBILITIES OF 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 with 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 goods and services as defined in this RFP, Proposer’s Response, and Statement of Work, if applicable, to the satisfaction of CITY.
- C. Level of Competence. CONTRACTOR will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the

time the services are performed and for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, if applicable, and other work products furnished under this agreement. 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 CONTRACTOR to the City of Albany for the goods and/or services described under the terms of this Agreement. Any change in the designation of this role must be approved by 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 CITY, with an unlimited, royalty free license for CITY use, and will be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with 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. 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 CONTRACTOR to inspection, review, or audit by personnel duly authorized by CITY upon reasonable advance written notice from CITY to CONTRACTOR. 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. CONTRACTOR will be responsible for any audit exceptions or disallowed costs incurred by 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 CITY's obligation to make payment. If CONTRACTOR fails to complete and return the W-9 to CITY, payment to CONTRACTOR may be delayed, or CITY may, in its discretion, terminate the Contract.

K. ACH Direct Payment Authorization. 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. This form is available at https://albanyoregon.gov/eft_form. 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 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://oregon.gov/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 (5) 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, its subcontractors, if any, will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation by any local or federal department or agency, or the State of Oregon. CONTRACTOR will not utilize subcontractors that have been debarred by any local or federal department or agency, or the State of Oregon.

- Q. Conflict of Interest. CONTRACTOR will prohibit any employee, governing body, subcontractor, volunteer, or organization from participating in this contract if the person(s) or entity has an actual or potential conflict of interest with regards to the funding provided under this agreement. CONTRACTOR must disclose in a timely manner and in writing to CITY all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement. Neither CONTRACTOR nor CONTRACTOR's principals or governing body shall be involved in any current or pending litigation that will be construed as a conflict of interest in the CITY's sole discretion.

ARTICLE III: RESPONSIBILITIES OF CITY

- A. Authorization to Proceed. CITY will authorize CONTRACTOR upon execution of the contract to start work on any of the services defined in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from 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, risk consultant and any 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 to 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 shall be directed to the City of Albany, Attention: Accounts Payable, P.O. Box 490, Albany, OR 97321. Invoices may be emailed to accountspayable@albanyoregon.gov with a courtesy copy to kate.hennessy@albanyoregon.gov.

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, CITY's obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other Officer charged with the responsibility for preparing CITY's biennial budget 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

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 CONTRACTOR, its officers, employees, volunteers, subcontractors, or agents.

ARTICLE VII: INSURANCE

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

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

B. Minimum Limits of Insurance

CONTRACTOR must maintain limits no less than:

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

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

2. 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. Insurance Requirements for Subcontractors and Volunteers

Should CONTRACTOR subcontract any part of the Contract, CONTRACTOR will require those subcontractors or affiliates, if not covered under CONTRACTOR's insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above. Should CONTRACTOR use volunteers for any part of the Contract, CONTRACTOR should include volunteer under CONTRACTOR's insurance policy and shall require volunteers or volunteer's legal guardian, when applicable, to sign a waiver of liability.

D. Deductibles and Self-Insured Retentions (SIR)

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

E. Other Insurance Provisions

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

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to 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 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 CONTRACTOR for CITY.

E. Excess or an Umbrella Insurance Policy

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

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

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

ARTICLE XI: EARLY TERMINATION OF WORK

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

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If CITY terminates pursuant to Article XI(A), CITY will pay 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 CITY terminates pursuant to Article XI(B), CITY is entitled all remedies available at law or equity. In addition, CONTRACTOR must pay CITY all damages, costs, and sums incurred by CITY as a result of the breach.
- C. If CONTRACTOR justifiably terminates the Agreement pursuant to Article XI(B), 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 CITY's termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and CONTRACTOR will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, CONTRACTOR's work product before the date of termination becomes property of 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 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@albanyoregon.gov

ARTICLE XIV: FORCE MAJEURE

Neither CITY nor 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, CONTRACTOR agrees as follows: 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. 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

Each Party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a contract or record and executed and adopted by a party with the intent to sign, authenticate or accept such contract or record. Any signature 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 and may not be denied legal effect ORS 84.019.

LINN COUNTY HAZMAT RELEASE FUNCTIONAL EXERCISE AGREEMENT:

CONTRACTOR:

Date: _____

By: _____
Company

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address _____

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

Unique Entity Identifier (UEI) (federal funds, if applicable)

Type of Disadvantaged Business Enterprise (DBE) or COBID (if applicable)

Tax Identification No. (if incorporated)

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

CITY OF ALBANY, OREGON:

Date: _____

By: _____
Shane Wooton
Fire Chief

APPROVED AS TO FORM:

By: _____
M. Sean Kidd, City Attorney

ATTACHMENT B – DEFINITIONS

The following definitions are as used in these contract documents, except where the context

otherwise clearly requires.

ATI: Allegheny Technologies Incorporated.

CFDA: Catalog of Federal Domestic Assistance.

CFR: Code of Federal Regulations.

CITY, OWNER: the City of Albany, Oregon.

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

COMPLETED WORK: 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: all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, Standard Terms and Conditions Agreement, Statement of Work, Proposal Certification, Certification for Corporation or Independent Contractor, Responsibility Certification, Insurance Requirements, Cost Proposal, and other attachments, exhibits, or appendices, addenda applicable to the final Contract Documents, and written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

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

CST: Civil Support Team.

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

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

DEI: Diversity, Equity, and Inclusion: Diversity is the presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective.

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

DRILL: a coordinated, supervised activity usually employed to test a single, specific operation or function within a single entity (e.g., a fire department conducts a decontamination drill).

EHS: Extremely Hazardous Substances.

EHS FACILITIES: facilities that operate with extremely hazardous substances.

EPCRA: Emergency Planning and Community Right to Know Act.

FOIA: Freedom of Information Act.

FULL-SCALE EXERCISE (FSE): a full-scale exercise conducted by a multi-agency, multi-jurisdictional, multi-discipline involving full scale (e.g., joint field office, emergency operation centers, etc.) and "boots on the ground" response (e.g., firefighters decontaminating mock victims).

HAZMAT: Hazardous Materials.

HSEEP: Homeland Security Exercise and Evaluation Program.

LEPC: Local Emergency Planning Committee.

MSEL: Master Scenario Events List.

MID-VALLEY LEPC: an organization comprised of private facilities, governmental agencies, and non-profit organizations from Linn and Benton Counties whose purpose is to provide preparedness and outreach for hazardous materials incidences and provide emergency planning.

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

OAR: Oregon Administrative Rules.

OHA means Oregon Health Authority.

ORS: Oregon Revised Statutes.

OSHA: Occupational Safety and Health Administration.

OPERATIONS-BASED EXERCISE: an exercise that validates plans, policies, agreements, and procedures; clarifies roles and responsibilities; and identifies resource gaps in an operational environment. Types of operations-based exercises include drills.

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

RHMRT#5: Regional Hazardous Materials Response Team No. 5.

RESPONSIBLE PROPOSER: 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 defined in ORS 279B.110.

RESPONSIVE PROPOSAL: 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: 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: a period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting contract awarded because of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

STATEMENT OF WORK (SOW): the formal document that defines the entire scope of the work involved for a vendor or contractor and clarifies deliverables, cost(s), 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: 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: all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

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

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

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

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

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

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)), (exempted by ARPA-funded project rules). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#)) “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

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

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

(O) Domestic Preferences for Procurements. 2 CFR § 200.322.

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

For purposes of this section:

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

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

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

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

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

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

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

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

LIST OF APPENDICES

Appendix A – Mid Valley LEPC Emergency Response Plan