



CITY OF ALBANY, OREGON  
Albany Parks & Recreation

COA-ITB#231017

Revised November 9, 2023

# Invitation to Bid FOR CITY PROPERTY MOWING SERVICES

**Issue Date:** Monday, October 30, 2023

**Due Date:** Tuesday, November 28, 2023, 2:00 p.m. (Pacific Time)

**Parks & Recreation Director** ..... **Kim Lyddane**  
**Parks & Facilities Maintenance Manager** ..... **Rick Barnett**  
**Contracts & Procurement Officer** ..... **Diane M. Murzynski, NIGP-CPP, CPPO, CPPB**

**For more information regarding this Invitation to Bid,  
email [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).**

**CITY OF ALBANY, OREGON**

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## BIDDER'S SUBMITTAL CHECKLIST

Bids must be emailed by the time and date designated in the Invitation to Bid. It is the responsibility of the Bidder to email the bid by the indicated deadline to the designated location. The City is not responsible for late or mishandled delivery. Bids received after the designated closing time will be determined nonresponsive and will not be accepted. If the bidder obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the bidder to check for any addenda.

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

The following shall be received to be considered responsive:

- Cost Worksheet
- Employee Drug and Alcohol Testing Program Certification
- Employee Background Check Program Certification
- Proposal Certifications
- Certification for Corporation or Independent Contractor
- Responsibility Certification
- Insurance Requirements
- 
- Evidence of Insurance; Bondability letter (if applicable)
- Acknowledgement of all addenda on Proposal Certifications

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



**CITY OF ALBANY, OREGON**  
**INVITATION TO BID (ITB)**  
**City Property Mowing Services**

**Bids Due by 2:00 p.m. (Pacific Time), Tuesday, November 28, 2023**

Notice is hereby given that the City of Albany (City), Oregon, is requesting bids for City Property Mowing of approximately 184 acres of combined park and city property beginning January 1, 2024, for five years, with the option to extend three additional one-year terms.

Optional Prebid Meeting is scheduled for Tuesday, November 7, 2023, from 10:00 a.m. to 11:00 a.m., in the Periwinkle Room, at Albany City Hall, 333 Broadalbin Street SW, Albany, Oregon. Contractors are encouraged to attend.

The Invitation to Bid can be downloaded from the City of Albany website at <https://www.cityofalbany.net/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.

The City will post all addenda on the City website. It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. Prospective bidders are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this ITB, contact [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).

Bid responses must be submitted to Diane Murzynski, in the Finance Department, at [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than 2:00 p.m. (Pacific Time), Tuesday, November 28, 2023, 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 "City Property Mowing Services".

Immediately following the filing deadline, the bids will be opened and publicly read using a virtual hosted meeting, <https://global.gotomeeting.com/join/623409989>. Interested parties can also dial in using their phones (1-571-317-3122, access code 623-409-989). Bid totals will be posted on the City's website at <https://cityofalbany.net/bids>.

Bid totals will be posted on the City's website. The City may reject any bid not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all bids in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City. Bids are valid for 90 days.

DATED THIS 30TH DAY OF OCTOBER 2023.

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

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

PUBLISH: Albany Democrat-Herald, on Tuesday, October 31, 2023  
Daily Journal of Commerce, on Monday, October 30, 2023

## SECTION 1 – INSTRUCTIONS TO BIDDERS

### 1.1 CITY BACKGROUND INFORMATION

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

More information about the City is available at: <https://cityofalbany.net>.

### 1.2 CHANGES TO THE SOLICITATION BY ADDENDA

The City of Albany reserves the right to make changes to the ITB by written addenda. Prospective Bidders are solely responsible for checking the website to determine whether any addenda have been issued. A Prospective Bidder may request a change in the ITB by submitting a written request to [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net). The request must specify the provision of the ITB in question and contain an explanation for the requested change.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Contracts & Procurement Officer's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the ITB. 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 Bidders shall not bind the City of Albany.

1. All addenda, clarification, and interpretations will be posted on the City of Albany's website at <https://cityofalbany.net/bids>.

2. No addenda will be issued later than the date set in the ITB Schedule, except an addendum, if necessary, postponing the date for receipt of bids, withdrawing the invitation, modifying elements of the bid resulting from a delayed process, or requesting additional information, clarification.
3. Each Bidder shall ascertain, prior to submitting a bid, that the Bidder has received all addenda issued, and receipt of each addendum shall be acknowledged in the appropriate location on each addendum and included with the bid submittal.

### **1.3 TRADE SECRETS AND PUBLIC RECORDS LAW**

All information submitted by bidders will be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Bidder requests exception from disclosure consistent with Oregon law. All requests will be in writing, noting specifically which portion of the proposal the Bidder requests exception from disclosure. Bidder 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 ITB. Bidder 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), bidders must mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.501(2) and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Any proposal marked as a trade secret in its entirety will be considered nonresponsive.

### **1.4 CANCELLATION**

ORS 279B.100 provides for cancellation, rejection, or delay of bids 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 shall the City of Albany have any liability for the cancellation of award.

### **1.5 COMPETITION**

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

### **1.6 CONDITIONS OF SUBMITTAL**

1. The Bidder and each person signing on behalf of any Bidder 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 bid, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Bidder's response to this solicitation.
2. The Bidder has examined all parts of the ITB, including all requirements and contract terms and conditions thereof, and, if its bid is accepted, the Bidder shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Bidder.

3. The Bidder, if an individual is of lawful age, is the only one interested in this bid; and that no person, firm, or corporation, other than that named, has any interest in the bid, or in the proposed contract.
4. The Bidder has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, as set forth in this ITB, if required.
5. The Bidder has demonstrated quality experience providing the required goods and services.
6. The Bidder will comply fully with the scope of services for the agreed contract.
7. The Bidder can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this ITB.

### **1.7 BIDDER REQUESTS INTERPRETATION OF ITB DOCUMENTS**

1. Bidders shall promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents.
2. Bidders requiring clarification or interpretation of the bid documents shall make a written request to the Contracts & Procurement Officer at [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).
3. The City of Albany shall make interpretations, corrections, or changes of the bid documents in writing by published addenda. Interpretations, corrections, or changes of the bid documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the City of Albany and a Bidder as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany shall be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

### **1.8 LATE BIDS, WITHDRAWALS, AND MODIFICATIONS**

Bids received after the scheduled closing time for filing bids, as set forth in the Invitation to Bid will be rejected and will not be opened. A Bidder's requests for modification of a bid, or withdrawal of a bid, received after closing date and time is late. The City shall not consider late bids, late requests for modifications or late withdrawals.

### **1.9 MODIFICATION OR WITHDRAWAL OF BID**

A Bidder may modify their bid, in writing, prior to closing date and time. The Bidder shall initial and submit any correction or erasure to its bid prior to the opening, in accordance with the instructions for submitting a bid set forth in this solicitation document. Any modification must include the Bidder's statement that the modification amends and supersedes the Bidder's prior bid. The Bidder shall mark the submitted modification with the following: (1) Bid Modification, and (2) Project Name.

A Bidder may withdraw their bid, by written notice submitted on the Bidder's letterhead, signed by the Bidder's authorized representative, delivered to the individual and location specified in this solicitation document for the receipt of bids. To be effective, the withdrawal must be received prior to closing date and time. The Bidder or Bidder's authorized representative may withdraw a bid by

appearing in person before the Contracts & Procurement Officer prior to closing date and time, with presentation of appropriate identification and evidence of authority to make the withdrawal satisfactory to the Contracts & Procurement Officer. The Bidder shall mark a written request to withdraw a bid as follows: (1) Bid Withdrawal, and (2) Project Name. The City may return the unopened bid that has been withdrawn to the Bidder or the Bidder's authorized representative, after voiding any date and time stamp mark.

### **1.10 REJECTION OF BIDS**

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

1. Failure of the Bidder to adhere to one or more of the provisions established in this ITB.
2. Failure of the Bidder to submit a bid in the format specified herein.
3. Failure of the Bidder to submit a bid within the time requirements established herein.
4. Failure of the Bidder to adhere to ethical and professional standards before, during, or following the bid process.
5. Failure of the Bidder to submit a bid in compliance with the product specifications, functionality, or design specification requirements.

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

### **1.11 ALTERNATE BIDS**

Bids which contain conditions which will alter or modify the bid form, specifications, or other bid documents shall not be considered as responsive bids and are unacceptable.

### **1.12 FEDERAL EXCISE TAXES**

Prices bid shall exclude federal excise taxes from which municipal agencies are exempt.

### **1.13 DURATION OF BID**

Bid prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful bid shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a bid will not be considered.

### **1.14 AFFIRMATIVE ACTION**

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



## **1.15 SUBCONTRACTS AND PROCUREMENT OF MATERIALS AND EQUIPMENT**

In all solicitations by competitive bidding or proposals for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful bidder of the successful bidder's obligations under this contract, Title VII of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

## **1.16 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. Bidder agrees 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. A list of state certified DBE Contractors is available at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx> and from the City's website at <https://cityofalbany.net/bids>. Bidders should 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.

## **1.17 PAY EQUITY COMPLIANCE**

As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character based on an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor'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.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor 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 Bidder has 50 or more employees, then the Bidder is required to complete Pay Equity Training through the State of Oregon's DAS, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and must certify they have taken the training and provide a certificate as evidence before awarded a contract by the City.

**1.18 COST OF ITB AND ASSOCIATED RESPONSES**

This ITB does not commit the City of Albany to pay any costs incurred by any Bidder in the submission or presentation of a Bid, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Bidders shall not include any such expenses as part of their Proposal.

**1.19 SOLICITATION PROTESTS**

A protest of any provision in this ITB solicitation must be made in writing and emailed to Diane Murzynski, Contracts and Procurement Officer, at [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net) no later than the date listed in the ITB Schedule. Submittals will be reviewed upon receipt and will be answered in writing. Any protest must address the requirement, provision or feature of this ITB or its attachments, that the potential Bidder 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 Bidder’s written protest must include a statement of the desired changes to the procurement process or the solicitation document that the prospective Bidder believes will remedy the conditions upon which the prospective Bidder based its protest. No such protests or requests will be considered if received after the deadline or requests are incomplete. No oral, telegraphic, telephone protests or requests will be accepted.

**1.20 BID DISCREPANCIES**

Discrepancies between the multiplication of units in work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Unless otherwise specified, Bidders shall bid on all bid items included in this solicitation document and the low Bidder shall be determined as noted in the Award Section. Except as provided herein, bids which are incomplete, fail to reply to all items required in this solicitation document, or are found to be in error after clarification has been requested and before contract execution, will be rejected.

**1.21 IDENTICAL BIDS**

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

**1.22 COMPLIANCE WITH STATE OF OREGON LAWS**

By submitting a response to this solicitation, Bidder agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation shall 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).

### **1.23 SAFETY DATA SHEETS (SDS)**

Bidder shall furnish Safety Data Sheets per OAR 437, Division 155, for all materials, if applicable, furnished to the City.

### **1.24 PROTEST OF AWARD OF CONTRACT**

A bidder may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The bidder must be adversely affected because the bidder 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 bid process 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@cityofalbany.net](mailto:procurement@cityofalbany.net), within seven (7) days after issuance of the notice of intent to award the contract, or if no notice of intent to award is issued, within forty-eight hours after award. 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.

### **1.25 NONAPPROPRIATION**

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

### **1.26 AGREEMENT**

The successful Bidder will be required to sign an agreement to deliver to the City at the prices bid, providing the product specifications 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 agreement attached to this bid document.

### **1.27 NOTICE TO PROCEED**

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

### **1.28 RECIPROCAL PREFERENCE LAW**

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Bidder, to add a percent increase to each out-of-state Bidder's bid price which is equal to the percent of preference given to local Bidders in the Bidder's home

state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident Bidder's state gives preference to in-state Bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law website at: <https://www.naspo.org/reciprocity1>. Bidders 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.

## **1.29 INVOICES**

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

City of Albany

Attn: Accounts Payable

P.O. Box 490, Albany, Oregon 97321

[accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net)

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

## **SECTION 2 – SCOPE OF WORK**

### **2.1 REQUIRED SERVICES**

The City is seeking a Contractor to provide City property mowing services for a five-year term, with an option to extend the contract for three additional one-year terms. The scope of work provides the requirements for mowing turf areas owned and maintained by the City of Albany of approximately 184 acres of combined park and City property. A Cost Worksheet, Exhibit A, must be completed and submitted in accordance with the requirements in the bid contract document, along with items described on the Bidder's Submittal Checklist. The successful bidder, referred to as "Contractor" in the bid contract documents, shall be responsible for furnishing all equipment, tools, and labor necessary to accomplish the work.

### **2.2 PROJECT LOCATIONS**

Albany City Park, Path, and Property location maps are included in the Appendices A-C.

### **2.3 CONTRACT TERM**

The contract term is for five years, beginning January 1, 2024, with the option to extend the contract three additional, one-year terms. Prior contract expired December 31, 2023. Services for this Agreement shall begin seven (7) days after receipt of the City's Notice to Proceed.

### **2.4 PROCUREMENT SOURCING METHOD AND FUNDING**

The City will use a procurement source selection method based on a formal, competitive Invitation to Bid process in accordance with ORS 279B.055. No federal grant funds are being used for this procurement.

### **2.5 MOWING FREQUENCY**

The mowing of all property areas shall be done on an as-needed basis. The mowing frequency or number of times each property is mowed may vary depending upon weather, cultural practices and seasonal conditions. The typical turf mowing season is from mid-February – mid November depending on the weather. The Contractor shall be required to operate on a regular, "as needed" mowing schedule, including those times of adverse weather conditions. When the grass is actively growing, it must be mowed regularly to prevent it from growing to a height of more than three (3) inches. Equipment and equipment maintenance schedules shall be adequate to accommodate peak mowing demands. During the seasons of rapid growth on irrigated, high usage turf, a mowing interval as frequent as once every four days may be required for certain locations. During hot, dry summer months, un-irrigated turf may require mowing as infrequently as once every three weeks.

A flexible mow schedule is essential to accommodate both changing growth patterns of turf and special event considerations. Large-group reservations, softball tournaments, AYSO soccer games, Thursday concerts at Monteith Riverpark, and the Northwest Art and Air Festival celebrations would be examples of special events requiring such flexible scheduling.

## 2.6 REDUCTION IN MOWING

Notwithstanding any other provision in these specifications, the City retains discretion to reduce mowing frequency as necessary to meet any City objective including, but not limited to, cost saving measures which may result from anticipated or unanticipated budgetary constraints. The City may limit mowing frequency regardless of vegetation height.

## 2.7 CUTTING HEIGHT

Cutting height is defined as the distance above the chaff area at which the turf is mowed. The Contractor shall mow the grass to a height of two (2) inches before it reaches a height of three (3) inches. Cutting height may be altered from this norm only if approved by the Park Maintenance Supervisor. The Contractor shall remove no more than thirty percent (30%) of the grass leaf at any mowing. The overall average height of grass throughout the park is the determining factor when measuring grass height.

## 2.8 GRASS CLIPPINGS

Mowing equipment shall be designed and operated to uniformly disburse the grass clippings. **Clippings shall not be blown onto parking areas, walkways, City streets and gutters or other paved surfaces, or into tree wells or flowerbeds.** Mowing schedules shall be planned so that mowing of high frequency turf areas is not done early in the morning when the grass is wet from dew or automatic irrigation systems. **Clippings shall be removed when they are heavy enough to cause light exclusion damage or otherwise harm turf.** Frequent mowing of high maintenance turf areas is required if clipping removal is to be avoided.

## 2.9 MOWING OF HIGH USE AREAS

Certain irrigated high visibility areas including Waverly Park, Grand Prairie Park, and Monteith Riverpark require a much higher mowing frequency than non-irrigated, low visibility areas.

## 2.10 TRIMMING

Trimming shall be performed around all trees, shrubs, culverts, signposts, and all public facilities which include garbage cans, water hydrants, sidewalks, buildings, benches, curb strips, head stones, playground and athletic field structures. Trimming shall be completed in conjunction with each mowing with small, powered equipment or hand tools. It is the Contractor's responsibility to maintain all trim mowing at the same cutting height as large turf areas. All accessible turf areas with actively growing grass shall be trimmed by the Contractor.

## 2.11 TREE DAMAGE

Tree damage will not be tolerated. Care must be taken with all power mowers, monofilament line trimmers, and manual equipment so as not to damage trees. This includes both damage to tree trunks and limbs. Park Maintenance should be advised of any low-hanging branches that present a problem.

## 2.12 MOWING PATTERN

A planned schedule for varying the mowing pattern shall be utilized to reduce soil compaction and control turf grass grain. Grain refers to the tendency of turf grass leaves and stems to grow horizontally in one or more directions rather than vertically.

## 2.13 MOWER OPERATION

All equipment shall be operated in a safe manner, giving special consideration to the safety of park users. That means using extreme caution and speeds under four miles an hour when Park customers are present. Yield to Park customers. If large, organized groups are present, come back at another time.

All litter on the turf areas shall be picked up and deposited in trash receptacles prior to mowing the turf area to avoid mowing over it and creating more litter. **The Contractor shall avoid rapid, spinning turns which may bruise or tear the turf. Avoid making repeated turns over the same turf area and creating wheel ruts that may result on water-saturated ground. If ruts or damage occurs the Contractor shall notify the Park Maintenance Supervisor and repair the affected areas.** The Contractor shall be responsible for watching for faulty irrigation heads, which may be sticking up from the turf. If the irrigation heads are mowed off, or the head is ruined, the Contractor shall be required to reimburse the City for the repair and/or replacement of all mower damaged irrigation heads as determined by City irrigation technicians.

## 2.14 OBSTACLES

People and picnic tables are primary obstacles. Portable picnic tables shall be moved to one side so the grass under the tables can be mowed. There are approximately 220 portable picnic tables in the parks. These tables are generally concentrated at Timber Linn and Bryant Parks. Portable tables are moved to other parks occasionally on an "as needed" basis. Wherever located, the Contractor shall move and mow under the tables with each mowing. Mowing around fixed tables, benches and shelters shall be done so that grass clippings are blown away from these furnishings; grass clippings shall not be allowed to accumulate under furnishings or on adjacent concrete slabs.

## 2.15 MOWING EQUIPMENT

All turf areas shall be mowed with front-mounted rotary mowers, or City approved equal determined prior to bid submission. Contractor must submit a Substitution Request, Appendix D, for approval of a substitution. Pull behind mowers are acceptable at specific parks with the permission of the Parks and Facilities Maintenance Manager, at [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).

Belly-mounted mowers are not acceptable for irrigated turf. The Contractor is responsible for traversing and mowing all park acres under all conditions without causing turf damage. At least one mower should be capable of traversing wet ground without becoming stuck and without rutting turf areas. We recommend a six-foot Steiner eight-wheel drive mower for this purpose. In addition, the Contractor should have at least one large three-deck machine capable of mowing at least a ten-foot swath. All of the decks should be mounted in front of wheels so that the turf is cut before the wheels flatten it down.

Blades shall be inspected and sharpened daily to ensure a clean, sharp cut. Equipment shall be adequate for mowing heavy, wet grass under rainy weather conditions.

## **2.16 COORDINATION AND COMMUNICATION**

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

## **2.17 INCREASE OR DECREASE IN SERVICES**

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

## **2.18 CITY REPRESENTATIVE**

The City Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee shall also have authority to reject all work that does not conform to the contract documents. The Park Maintenance Representative will be Francisco Ruiz Santiago.

The Park Maintenance Representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract documents are being properly fulfilled. The inspection of the work completed shall not relieve the Contractor of his/her/their obligation to perform acceptable work in conformance with these contract documents.

## **2.19 FIXED PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENTS**

The resulting contract will be a fixed price contract with an economic price adjustment after the first full year at the request of the Contractor. Any change in pricing will be subject to a maximum increase in any one year for the period ending three months prior to the first day of the contract term, or three percent, whichever is lower, as posted in the U.S. Labor Statistics CPI-W, All Items, <https://www.bls.gov/cpi/latest-numbers.htm>.

In times of extreme and unforeseen market volatility, City may negotiate "temporary" price adjustments with Contractor. As a result of the unexpected cost increases, the City reserves the right to annually request an equitable reciprocal adjustment to pricing should prices trend downward.

Contractor shall be required to provide the driving cost component in the price increase request and will be required to provide supporting evidence on the basis of the increase, such as rates reflected on the PPI or CPI, and the Contractor's cost data.

## **2.20 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 ITB. 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.

### **2.21 CITY INSPECTION OF SERVICES**

The Park Maintenance Representative will randomly inspect each park area. During this inspection, a correction list will be made of all deficiencies in the work required by these specifications. If deficiencies are identified, the list will then be immediately forwarded to the Contractor. Payment will not be made to these areas until all deficiencies have been corrected.

### **2.22 CONTRACTOR'S EMPLOYEES**

All personnel employed by the Contractor shall be courteous to the public. The City and the Contractor will promptly notify the other of any complaints received within 24 hours. The Contractor will utilize employees who can perform the work described in the scope of services in the ITB.

Contractor's employees shall wear an easily identifiable badge with photo attached clearly visible for the public to read or provide identification, so individual is readily identifiable as an employee of the Contractor and shall not represent to anyone they are an employee of the City. Contractor must agree to follow all City required Oregon Health Authority and OSHA requirements.

### **2.23 CERTIFICATION OF DRUG/ALCOHOL TESTING AND BACKGROUND CHECK PROGRAMS**

Contractor must provide assurance that Contractor conducts background checks upon employment and as needed or if an employee assignment should change, that include driving record and criminal record, in all states that the assigned employee has resided. Assigned employees must have background check results acceptable to the Parks and Facilities Maintenance Manager prior to the employee start date at City facilities. Contractor may be required to provide additional background checks should City make a request due to a public concern. Contractor must certify they have an Employee Background Check Program in place. City reserves the right to audit background check reports periodically for compliance.

Contractor must provide assurance that Contractor has an Employee Drug and Alcohol Testing Program and conducts random drug and alcohol testing for employees no less frequently than annually. Contractor's assigned employees must successfully pass a minimum 12-panel urine drug test prior to providing services to the City. Contractor may be required to provide additional testing should City make a request due to a public concern.

Contractor must provide to the Parks and Facilities Maintenance Manager the drug and alcohol test results and background check information for review and discretionary approval prior to work at the City.

### **2.24 ACCIDENT PREVENTION**

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Park and

Facilities Maintenance Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice.

## **2.25 PUBLIC RELATIONS**

Mowing performed by the Contractor shall be completed with as little disruption to the activities of the park users as possible. The mowing of high use park areas (Monteith Riverpark, Waverly Park, Eleanor Park, Grand Prairie Park, Timber Linn Park including soccer fields, and Bryant Park) shall not be permitted on Saturdays and Sundays from May 1 through October 1 without advance approval (24 hour) to the Parks and Facilities Maintenance Manager, Parks adjacent to residential neighborhoods should not be mowed prior to 8:00 a.m.

The safety of the public shall always be the highest priority. The mowing schedule should accommodate the user public. The Contractor shall not inconvenience large, organized groups (over 50 people) by the Contractor's need to mow. The Contractor shall delay or postpone mowing a park that is being used by a large, organized group until the group has left the park. A small group, without an advance reservation, may be politely asked to temporarily move a safe distance away to allow mowing of that location.

## **2.26 PENALTY FOR NONPERFORMANCE**

If the Contractor fails to perform the work in the manner specified within the City's Standard Terms and Conditions Agreement, the City may penalize the Contractor for each day the work is not performed. Before assessing a penalty, the City will notify the Contractor in writing of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The penalty will not exceed Two Hundred Dollars (\$200.00) per day. If, after notice, the Contractor fails to take corrective action, the City may terminate the contract and enter into an agreement with another Contractor or may perform the work itself. The cost of performing the work or the amount of any penalties assessed hereto may be deducted from any monthly payment amount due.

## **2.27 OBSERVANCE OF LAWS**

The Contractor shall secure all permits and maintain current licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful performance of the work described in the scope of work for the duration of the contract.

## **2.28 CONSULTATION**

Upon request and/or necessity, an authorized City representative will accompany the Contractor to the work areas to further clarify or describe mowing methods and procedures. The Contractor will consult with the Parks and Facilities Maintenance Manager regarding the details, scheduling and performance of turf mowing.

## **2.29 PERFORMANCE EVALUATION MEETINGS**

The City reserves the right to call periodic meetings with the Contractor on an as-needed basis to discuss and evaluate the performance of the Contractor.

### **2.30 MOWING SCHEDULE AND REPORTING**

The Contractor shall provide the Parks and Facilities Maintenance Manager with a tentative weekly Mowing Schedule, Attachment C, by email at the beginning of each week. The Mowing Schedule assists the City to coordinate litter removal, sidewalk cleaning, herbicide applications, etc.

It is understood that actual field conditions may necessitate a change in the tentative daily Mowing Schedule. The report will identify:

- The properties mowed.
- The date the properties were mowed.
- All problems and any comments or suggestions that were identified during the week.

Examples of problems the Contractor is expected to report are broken tree limbs, vandalism of any kind, including graffiti, plumbing malfunction (including irrigation equipment), broken glass, excessive litter, safety problems, and mower clearance problems. **Immediately report any confrontations or safety issues encountered in the parks to the Parks and Facilities Maintenance Manager or call 911 if threatened.**

### **2.32 BID TABULATION**

The attached Cost Worksheet, Exhibit A must be completed and will be used to determine the low bidder and contract award. Listed acres are approximate and it is the Contractor's responsibility to clarify with the Parks and Facilities Maintenance Manager all park boundaries. The unit cost bid will be the basis for contract payments.

### **2.33 BID AWARD**

The contract will be awarded to the lowest responsible, responsive Bidder based on the estimate cost bid on the Cost Worksheet, Exhibit A.

### **2.34 CONTRACT PAYMENTS**

All bids shall include separate bid price for a single mowing of each mowing area. The Cost Worksheet includes a list of 38 City properties; this list may be subject to change. A separate bid amount should be assigned to each listed area. Contract payments will be determined by the number of times a particular park area is mowed on a monthly basis; payments will be made from a monthly billing invoice. Payments are processed by the City two times a month.

During wet weather, there are turf areas within certain parks that become soft and cannot be mowed. If a soft turf area is more than one-half acre in size within any one park, and cannot be mowed, the City will only pay the Contractor for the number of acres within the park that are actually mowed on a pro-rated, per-acre basis. For example, if a park is four acres in size, and one acre of turf is too soft to mow, and the accepted bid per mowing of the entire park is \$100.00, the City will pay \$75.00 for one mowing of the particular park. The Contractor shall be responsible for notifying the City (in the weekly reports) of any parks that have soft turf areas that cannot be mowed, and the number of acres involved. The acres of soft turf that are not mowed will be deducted from the monthly payment to the Contractor.

## SECTION 3 – BIDDER SUBMITTAL REQUIREMENTS

### 3.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Contracts and Procurement Officer will issue the Invitation to Bid document and will be the sole point of contact for the City for questions, concerns, and protests.

Submittal Address:

City of Albany, Finance Department  
Diane Murzynski, NIGP-CPP, CPPO  
Contracts and Procurement Officer  
333 Broadalbin Street SW, Albany, OR 97321

Bid must be submitted electronically in non-editable format unless submittal requirements require an Excel spreadsheet as part of the Response. Bids must be sent to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net).

### 3.2 ITB SCHEDULE

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

|                                     |                                    |
|-------------------------------------|------------------------------------|
| ITB Advertised                      | October 30, 2023                   |
| Optional Pre-bid Meeting            | November 7, 2023, 10:00-11:00 a.m. |
| Last Date for Substitution Requests | November 15, 2023, 12:00 p.m.      |
| Last Date for Questions             | November 17, 2023, 12:00 p.m.      |
| Last Date for Addenda               | November 21, 2023, 2:00 p.m.       |
| Bid Closing Date                    | November 28, 2023, 2:00 p.m.       |
| Notice of Intent to Award           | November 29, 2023                  |
| Protest Ends (seven days)           | December 5, 2023, 12:00 p.m.       |
| Council Award                       | December 13, 2023                  |
| Contract Execution                  | December 20, 2023                  |
| Contract Begins                     | January 1, 2024                    |

### 3.3 OPTIONAL PREBID MEETING

There will be an optional prebid meeting held on Tuesday, November 7, 2023, from 10:00 a.m. to 11:00 a.m., in the Periwinkle Room, at Albany City Hall, 333 Broadalbin Street SW, Albany, Oregon. All attendees must confirm their intent to attend and limit attendance to one representative. Contractors should contact Rick Barnett, Parks and Facilities Maintenance Manager, [rick.barnett@cityofalbany.net](mailto:rick.barnett@cityofalbany.net).

Failure to become acquainted with the physical conditions of the project will not relieve the Contractor from the responsibility of properly estimating the difficulty or cost of successfully performing the work. The Contractor warrants, as a result of examination and investigation of all data, the work can be performed in a good workmanlike manner to the satisfaction of the City.

### 3.4 SUBMITTAL PROCESS AND FORMAT

Each bidder must be capable of complying with the items listed in Section 2, Scope of Work and submit all required items listed on the Bidder's Submittal Checklist. Incomplete bids may be considered

nonresponsive. A completeness check will be conducted for each submittal. Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the bidder to mislead the City may disqualify the bidder. There should be no unnecessary attachments or exhibits. City reserves the right to reject bids that are deemed illegible or too difficult to read.

### **3.5 BIDDER REPRESENTATIONS**

Before submitting a bid, the bidder must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if applicable; 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 ITB.

### **3.6 JOINT PROPOSALS**

If bidder 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 bid and any contracts on behalf of both it and the bidder, 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 bid proposal setting forth the business and service delivery agreements between the parties.

### **3.7 EXHIBITS REQUIRED**

1. Cost Worksheet (Exhibit A)
2. Employee Drug and Alcohol Testing Program Certification (Exhibit B)
3. Employee Background Check Program Certification (Exhibit C)
4. Proposal Certifications (Exhibit D)
5. Certification for Corporation or Independent Contractor (Exhibit E)
6. Responsibility Certification (Exhibit F)
7. Insurance Requirements (Exhibit G)

## EXHIBIT A – COST WORKSHEET

All offers must be submitted on this table and all items must be bid to be considered responsive.

| Location                        | Sq Ft     | Acres | Unit Cost | Estimated Annually |              |
|---------------------------------|-----------|-------|-----------|--------------------|--------------|
|                                 |           |       | Amount    | # of Times a year  | U.S. \$ Cost |
| Albany Depot                    | 57,317    | 1.32  |           | X                  | 45           |
| Bowman Park                     | 211,347   | 4.85  |           | X                  | 25           |
| Bryant Park                     | 587,219   | 13.48 |           | X                  | 25           |
| Burkhart Park                   | 74,732    | 1.72  |           | X                  | 40           |
|                                 |           |       |           | X                  |              |
| Deerfield Park                  | 482,614   | 11.08 |           | X                  | 30           |
| Doug Killin Friendship          | 64,028    | 1.47  |           | X                  | 40           |
| Draper Park                     | 217,804   | 5.00  |           | X                  | 40           |
| Eades Park                      | 38,226    | 0.88  |           | X                  | 30           |
| Eleanor Hackleman Park          | 89,200    | 2.05  |           | X                  | 40           |
| Gibson Hill Park                | 265,779   | 6.10  |           | X                  | 40           |
| Grand Prairie                   | 343,178   | 7.88  |           | X                  | 40           |
| Henderson Park                  | 8,643     | 0.20  |           | X                  | 40           |
| Kinder Park - Irrigated Turf    | 233,289   | 5.36  |           | X                  | 45           |
| Lehigh Park                     | 214,294   | 4.92  |           | X                  | 40           |
| Lexington Park                  | 387,629   | 8.90  |           | X                  | 40           |
| Lyon Street & 9th               | 10,108    | 1.0   |           | X                  | 45           |
| Maple Lawn                      | 68,150    | 1.56  |           | X                  | 40           |
| Meadow Ridge Park               | 76,230    | 1.75  |           | X                  | 40           |
| Monteith Riverfront Park        | 178,925   | 4.11  |           | X                  | 40           |
| North Albany Park and Ride      | 15,890    | .37   |           | X                  | 36           |
| ODOT Medians                    | 42,063    | 0.97  |           | X                  | 45           |
| Oak Street Path                 | 35,902    | .80   |           | X                  | 30           |
| Periwinkle Park                 | 237,277   | 5.45  |           | X                  | 36           |
| Pineway Park                    | 39,249    | 0.90  |           | X                  | 36           |
| Pine Street Path                | 8,740     | .20   |           | X                  | 30           |
| Riverview Heights               | 53,752    | 1.23  |           | X                  | 40           |
| Sunrise Park                    | 203,474   | 4.67  |           | X                  | 36           |
| Swanson Park                    | 65,196    | 1.50  |           | X                  | 40           |
| Takena Landing                  | 44,830    | 1.03  |           | X                  | 25           |
| Takena Park                     | 126,428   | 2.90  |           | X                  | 36           |
| Teloh Calapooia Park            | 192,208   | 4.41  |           | X                  | 34           |
| Timber Linn Irrigated Turf      | 537,624   | 12.34 |           | X                  | 45           |
| Timber Linn Un-irrigated Area A | 1,249,898 | 28.69 |           | X                  | 36           |
| Timber Linn Un-irrigated Area B | 894,129   | 20.53 |           | X                  | 20           |
| Timber Linn Rough               | 271,460   | 6.23  |           | X                  | 8            |
| Waverly Park                    | 316,887   | 7.27  |           | X                  | 45           |

|                                                               |                  |               |   |               |  |
|---------------------------------------------------------------|------------------|---------------|---|---------------|--|
| Waverly Medians                                               | 180,000          | 4             | X | 32            |  |
| <b>Totals</b>                                                 | <b>8,123,719</b> | <b>187.12</b> |   |               |  |
| <b>Sum of Extended Totals (Annual Estimated Mowing Costs)</b> |                  |               |   | <b>\$0.00</b> |  |

**\*Award will be made based on the "Total Cost" that was bid to the lowest responsible, responsive bidder.**

*Note: Total Cost is subject to change if addition or extensions are in error.*

*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 ITB and addenda, if applicable. In addition, all City of Albany project requirements, including insurance, and bonds (if required), have been reviewed and are incorporated in this Cost Worksheet.*

Contractor Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT B – EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM CERTIFICATION**

Bidders shall demonstrate and disclose to the City of Albany that he/she/they has an Employee Drug and Alcohol Testing Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the Bidder does hereby certify and confirms that, as the proposed Contractor for the City of Albany’s **City Property Mowing Services**, he/she/they has an Employee Drug and Alcohol Testing Program in place.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT C – EMPLOYEE BACKGROUND CHECK PROGRAM CERTIFICATION**

Bidders shall demonstrate and disclose to the City of Albany that he/she/they has an Employee Background Check Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the Bidder does hereby certify and confirms that, as the proposed Contractor for the City of Albany’s **City Property Mowing Services**, that he/she/they has an Employee Background Check Program in place.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT D – PROPOSAL CERTIFICATIONS

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

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

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

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

**Public Record** Bidder agrees that bid documents 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 \_\_\_

### 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 E – 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 F –RESPONSIBILITY CERTIFICATION

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

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

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

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

- Contractor can perform the work as indicated in the ITB 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 G – 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 Bid 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 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/\$2,000,000 general aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence/\$5,000,000 general aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Garage Keepers' Legal Liability** – Coverage for vehicles, including equipment and contents left in vehicles during unhooking, storage, repairs, maintenance, or safekeeping. **Coverage must include a combined single limit of not less than \$500,000 per location.**

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

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

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

**Excess Liability or Umbrella Insurance Policy** – A combination of primary and Excess Liability or an Umbrella Insurance Policy may be used to meet the required limits of insurance 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.

**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.

**Deductible or Self-Insured Retention (SIR)** – Contractor must provide a Bondability letter with Bid 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 in the amount of the SIR 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.

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

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

**Insurance Renewals** – Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@cityofalbany.net](mailto:insurance@cityofalbany.net).

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

**Signature Block:**

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

## ATTACHMENT A – **SAMPLE** CONTRACT

### **STANDARD TERMS AND CONDITIONS TO PROVIDE CITY PROPERTY MOWING SERVICES TO THE CITY OF ALBANY, OREGON**

#### **ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as (“CONTRACTOR”), agrees to provide City Property Mowing Services, as defined in the Invitation to Bid and within the Cost Worksheet, to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The contract term is for five years, beginning January 1, 2024, with the option to extend the contract three additional, one-year terms.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Invitation to Bid, including exhibits and attachments, Bidder’s Response and Cost Worksheet.

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

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

#### **ARTICLE II: RESPONSIBILITIES OF CONTRACTOR**

- A. 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.
- B. Lead Contractor. \_\_\_\_\_ will serve as the lead contractor to the City of Albany for the services described under the terms of this Agreement. Any change in the designation of this role must be approved by CITY.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. ACH Direct Payment Authorization. CITY prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this timely, efficient, and secure payment method, CONTRACTORS must complete CITY's ACH Vendor Direct Payment Authorization available at <https://www.cityofalbany.net/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- J. 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://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and submit a certificate as proof before awarded a contract. CONTRACTOR certifies that they have taken the required Pay Equity Training and have provided a certificate to CITY.

- K. Preference for Recycled Materials. As required by ORS 279A.125, CONTRACTOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- L. 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.
- M. 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.
- N. 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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local, federal or state department or agency. CONTRACTOR will not utilize subcontractors that have been debarred by any local or federal department or agency, or the State of Oregon.
- O. Conflict of Interest. CONTRACTOR will prohibit any employee, governing body, subcontractor, or organization from participating in this contract if the employee 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.

### **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 services procured in Article I in accordance with the compensation provisions described in this Agreement and set forth in the Cost Worksheet, Exhibit A.

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

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

Notwithstanding anything in this Agreement to the contrary, 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 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 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 subcontractors, officers, employees, volunteers, 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 has been given to CITY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

### **A. Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. 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 \$2,000,000 Each Occurrence  
\$2,000,000 Personal Injury  
\$3,000,000 General Aggregate  
\$3,000,000 Products/Completed Operations Aggregate

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

2. Automobile Liability \$2,000,000 Per Occurrence
3. Employers Liability \$1,000,000 Each Accident  
\$1,000,000 Disease Aggregate  
\$1,000,000 Disease Each Employee

### **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 before contract award. CITY will require CONTRACTOR to reduce or eliminate such deductible or self-insured retention (SIR) as respects City, its officers, employees and agents; or procure a Letter of Credit or Surety Bond equivalent to the SIR 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.

#### **F. Excess Liability or Umbrella Insurance Policy**

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

### **ARTICLE 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](mailto:sean@longdel.com)

With copy to:

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

### **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**

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

**CITY PROPERTY MOWING SERVICES AGREEMENT:**

**CONTRACTOR:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing  
Address \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email

\_\_\_\_\_

Social Security No. (if individual)

\_\_\_\_\_

Unique Entity Identifier (UEI) (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: \_\_\_\_\_  
Kim Lyddane, Parks &  
Recreation Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
M. Sean Kidd, City Attorney

**ATTACHMENT B – DEFINITIONS**



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

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.

COBID: Certification Office for Business Inclusion and Diversity.

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 Invitation to Bid, Personal Service Agreement, Scope of Services, Proposal Certification, Corporation for Corporation or Independent Contractor, Responsibility Certification, Insurance Requirements, Cost Proposal, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

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

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

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

DELIVERABLE: 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.

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

FOIA: Freedom of Information Act.

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

OAR: Oregon Administrative Rules.

OHA: Oregon Health Authority.

ORS: Oregon Revised Statutes.

OSHA: Occupational Safety and Health Administration.

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

RESIDENT BIDDER: a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12-calendar months immediately preceding submission of a bid, has a business address in the State of Oregon, and has stated in the bid that the Bidder is a "Resident Bidder" as defined in ORS 279A.120(1).

REQUIREMENTS CONTRACT: a form of indefinite delivery/indefinite quantity contract where all actual purchase requirements for specific supplies or services during the contract period are filled by the selected Contractor, with deliveries to be scheduled by placing orders with the Contractor.

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

RESPONSIVE PROPOSAL/BID: 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.

SDS: Safety Data Sheets and includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical.

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, will include Saturdays, Sundays, and holidays. The word "day" as used in this ITB document, and any resulting contract awarded as a result of this process, will constitute a calendar day of 24 hours measured from midnight to the next midnight.

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

**SUBSTANTIAL COMPLETION:** 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.

**UEI:** Unique Entity Identifier; Required of contractors awarded federally funded contracts.

**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 – MOWING SCHEDULE (SAMPLE REPORT)

| Location                       | Planned to Mow This Week |      | Actual Mow Date and Comments |          |
|--------------------------------|--------------------------|------|------------------------------|----------|
|                                | Day                      | Date | Date Mowed                   | Comments |
| Albany Depot                   |                          |      |                              |          |
| Bowman Park                    |                          |      |                              |          |
| Bryant Park                    |                          |      |                              |          |
| Burkhart Park                  |                          |      |                              |          |
| Columbus Street Path           |                          |      |                              |          |
| Deerfield Park                 |                          |      |                              |          |
| Doug Killin Friendship         |                          |      |                              |          |
| Draper Park                    |                          |      |                              |          |
| Eades Park                     |                          |      |                              |          |
| Eleanor Hackleman Park         |                          |      |                              |          |
| Gibson Hill Park               |                          |      |                              |          |
| Grand Prairie                  |                          |      |                              |          |
| Henderson Park                 |                          |      |                              |          |
| Kinder Park - Irrigated Turf   |                          |      |                              |          |
| Lehigh Park                    |                          |      |                              |          |
| Lexington Park                 |                          |      |                              |          |
| Lyon Street & 9th              |                          |      |                              |          |
| Maple Lawn                     |                          |      |                              |          |
| Monteith Riverpark             |                          |      |                              |          |
| North Albany Park and Ride     |                          |      |                              |          |
| Oak Street Path                |                          |      |                              |          |
| ODOT Medians                   |                          |      |                              |          |
| Periwinkle Park                |                          |      |                              |          |
| Pineway Park                   |                          |      |                              |          |
| Pine Street Path               |                          |      |                              |          |
| Riverview Heights              |                          |      |                              |          |
| Sunrise Park                   |                          |      |                              |          |
| Swanson Park                   |                          |      |                              |          |
| Takena Landing                 |                          |      |                              |          |
| Takena Park                    |                          |      |                              |          |
| Teloh Calapooia Park           |                          |      |                              |          |
| Timber Linn Irrigated Turf     |                          |      |                              |          |
| Timber Linn Ball Fields        |                          |      |                              |          |
| Timber Linn Unirrigated Area A |                          |      |                              |          |
| Timber Linn Unirrigated Area B |                          |      |                              |          |
| Timber Linn Rough              |                          |      |                              |          |
| Waverly Lake Park              |                          |      |                              |          |
| Waverly Medians                |                          |      |                              |          |

## APPENDICES

Appendix A – Albany City Parks

Appendix B – Albany City Paths

Appendix C – 9<sup>th</sup> & Lyons Property

Appendix D – Substitution Request