

City of Albany, Oregon

If contractor obtains these documents by means of a website or copied from a Plan Center, it is the responsibility of the contractor to check for any addendums to this contract prior to bid opening. **To be notified of addendums, contractor may call (541) 917-7676 and request to be added to the plan holders list.**

Failure to include any signed Addendums could result in the disqualification of your bid.

REQUEST FOR PROPOSALS

FOR

MS-13-01

AIRPORT OPERATIONS SERVICES

May 7, 2012

Public Works Director.....Mark W. Shepard, P.E.
Operations Manager.....Chris Bailey
Transportation Superintendent.....Jon Goldman

For more information on this project contact Jon Goldman at (541) 917-7605

PUBLIC WORKS DEPARTMENT

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CITY OF ALBANY
MS-13-01, AIRPORT OPERATIONS SERVICES

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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be submitted by the time designated and to the address listed in the advertisement, (Request for Proposals) and marked received with time and date by City staff. Any proposals submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened. It is the responsibility of the Proposer to deliver the proposal by the indicated deadline to the designated location.

All proposals must be received with the following required submittals to be considered responsive:

- Introductory Letter
 - Statement of willingness to contract with the City
 - Name(s) of person(s) authorized to negotiate and to sign legal contracts
 - Contact information: e-mail address, telephone, and fax numbers
 - Signature

- A description of the proposer's plan to provide the required services as described in Section II-1. The description must include the amount per month the proposer is requesting in payment from the City for the services described.

- Exhibit A – Qualifications and Experience Summary

- Exhibit C – Declaration of Independent Contractor Status

- Exhibit D – Cost Proposal

- Supporting documentation (optional)

- Signed Addenda (if applicable)

It is not necessary to submit any additional pages with the proposal.

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CITY OF ALBANY, OREGON
REQUEST FOR PROPOSALS

Category: Airport Operations Services
Proposals due by 4:00 p.m., May 23, 2012

The City of Albany, Oregon, is requesting proposals from all interested parties for Airport Operations services at the Albany Municipal Airport (Airport). To be considered, interested parties must submit their proposal in accordance with the requirements set forth in the Request for Proposals document.

The Airport Operator will be required to provide the following services:

- Perform the daily self-inspection of the airport facilities including runway and taxiway surfaces, airfield lighting, and navigational aids and report any deficiency which could create a hazard to City staff and to the responsible Flight Service Station (FSS) as a Notice to Airmen (NOTAM).
- Manage the aviation fuel supply which includes monitoring the fuel inventory, ordering fuel, observing fuel deliveries, performing the required quality control sampling and monitoring, and maintaining all required records.
- Routinely inspect perimeter fences, gates, and other City-owned structures and coordinate any necessary repairs with the City's Building Maintenance staff.
- Assist with basic maintenance functions as requested, and arrange for contracted maintenance work as directed by City staff.
- Track availability of City-owned facilities and coordinate with City staff to develop new leases.
- Serve as the initial point of contact for airport tenants and visitors for information on the Albany Municipal Airport and the community.
- Maintain the lounge area so it presents a clean and welcoming environment.
- Coordinate with City staff for airport-related events such as the Northwest Art and Air Festival, and promote the airport to encourage repeat visitors.
- Provide initial response to minor spills in accordance with the City's Spill Prevention and Countermeasures Plan.
- Encourage pilots and tenants to conduct their operations in compliance with Federal Aviation Administration and City of Albany rules and regulations.
- Maintain regular hours of attendance at the Airport.
- Attend Airport Advisory Commission meetings when requested.

The Request for Proposals can be downloaded from the City of Albany Web site at www.cityofalbany.net. It is imperative that those who download the solicitation documents check the Web site regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all proposers known by the City of Albany to have received a complete set of the proposal documents will receive notification when additional items are posted. Please call (541) 917-7676 to be added to the Interested Proposer's list. For proposal information, call Jon Goldman, Transportation Superintendent, at (541) 917-7605.

Time is of the essence to obtain a contracted Airport Operator. Proposals shall be filed in sealed envelopes and received at the City of Albany Parks and Recreation counter, not later than 4:00 p.m., May 23, 2012, addressed to the attention of Diane Wood, Purchasing Coordinator, 333 Broadalbin Street SW, Albany, OR 97321. The outside of the envelope shall plainly identify "Request for Proposals for Airport Operations Services" along with the name and address of the applicant. Faxed or electronic (e-mail) responses will not be accepted. Proposals received after the closing date and time will not be opened or reviewed.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED this 7th day of May 2012.


Diane M. Wood, Purchasing Coordinator

Publish: Albany Democrat-Herald on May 7, 2012
Daily Journal of Commerce on May 7, 2012

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SECTION I – BACKGROUND AND INTRODUCTION

1-1. INTRODUCTION

The City of Albany (City) is an Oregon municipal corporation with a 2011 population of approximately 50,520. The City employs approximately 392 staff, and is governed by a City Council comprised of six Councilors and the Mayor. The Airport Advisory Commission, appointed by the Mayor and Councilors, provides advice to the City Council on airport-related matters. More information is available on the web at <http://www.cityofalbany.net/publicworks/airport/index.php>.

1-2. AIRPORT INFORMATION

The City of Albany owns and operates the Albany Municipal Airport. The Airport is located within the Albany city limits on approximately 84 acres of land. Existing facilities include the airfield, city-owned hangar and office space, an aviation gasoline fuel facility, and several privately-owned hangars. The airfield consists of one runway, parallel taxiways and navigational aids. The runway is Runway 16-34 with a length of 3,004 feet and width of 75 feet. The west taxiway is a full parallel taxiway while the east parallel taxiway is a partial taxiway. The Airport is classified as General Aviation B-1 by the Federal Aviation Administration (FAA).

1-3. FACILITIES

The successful contractor will occupy a designated portion of the City’s building located at 525 Aviation Way.

The City owns and operates the fuel facility, which consists of one (1) 12,000-gallon, above-ground tank and one (1) self-service fuel pump with point-of-sale equipment. Aviation gas (100 LL AvGas) is the only fuel currently offered for sale at the Airport.

1-4. HISTORIC ACTIVITY

The following information is approximate and is offered to help inform proposers of the relative activity at the Airport.

# Based Aircraft (Single-Engine)	71
# Based Aircraft (Multi-Engine)	7
# Based Aircraft (Jet)	2
# Operations: Air Taxi	650
# Operations: GA Local	9,500
# Operations: GA Itinerant	12,650

1-5. ISSUING OFFICE AND SUBMITTAL LOCATION

The City will issue the Request for Proposals document. The points of contact for the City for questions, concerns, and protests are as stated below.

Each Proposer shall provide five (5) total copies of their proposal with one copy marked “ORIGINAL.” The proposal will consist of a cover letter, the Proposal, and the response to the Qualifications and Experience Request. For project information, call Jon Goldman, Transportation Superintendent, at (541) 917-7605.

On the outside of the envelope, please reference “Request for Proposals for Airport Operations Services” along with the name and address of the applicant. Proposals must be provided no later than **4:00 p.m. on Wednesday, May 23, 2012**, at the City of Albany, Attention: Diane Wood, Purchasing Coordinator, 333 Broadalbin SW, Albany, OR 97321. Faxed or electronic (e-mail) submittals will not be accepted. Proposals received after the closing date and time will not be opened or reviewed.

Submittal Address and Process Questions:

Diane Wood, Purchasing Coordinator
 City of Albany
 Finance Department
 333 Broadalbin Street SW
 Albany, OR 97321
 E-mail: diane.wood@cityofalbany.net
 Phone: (541) 917-7522

Technical Questions/Scope of Work:

Jon Goldman, Transportation Superintendent
 City of Albany
 Public Works Department
 310 Waverly Drive NE
 Albany, OR 97321
 E-mail: jon.goldman@cityofalbany.net
 Phone: (541) 917-7605

Proposers submitting Proposals are solely responsible for the means and manner of their delivery and are encouraged to confirm delivery prior to the deadline.

1-6. RFP SCHEDULE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting an Airport Operations contractor for this RFP:

Public Advertisement in Newspaper	<u>May 7, 2012</u>
Optional Airfield Visit	<u>May 14, 2012 at 10:00 a.m.</u>
Final Date to Submit Changes/Solicitation Protest	<u>May 16, 2012</u>
Last Date for Addenda	<u>May 18, 2012 at 12:00 p.m.</u>
Proposals Due	<u>May 23, 2012 at 4:00 p.m.</u>
Evaluation / Optional Interview Phase	<u>May 24, 2012</u>
Notice of Intent to Award (7-day protest period begins)	<u>June 12, 2012</u>
End of Protest Period	<u>June 19, 2012 at 4:00 p.m.</u>
Anticipated Award Date	<u>June 27, 2012</u>

At the City's discretion, the above timeline is subject to change. The City intends to select a contractor that best meets City expectations for providing quality Airport Operations services. Note that the City anticipates the selection of a contractor will be exclusively based on the proposals submitted.

Should contract negotiations not be successful with the selected Proposer, the City intends to negotiate with the next most qualified Proposer.

1-7 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Albany reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective Proposers known to the City of Albany to have received the Proposal Document.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Section III-1. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Albany no later than the date set in the RFP Schedule.

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

- a) Addenda will be posted on the City's web site and notification of addenda will be e-mailed to all Interested Proposers known by the City of Albany to have received the Proposal Document.
- b) No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.

- c) Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Proposal submittal.

1-8 TRADE SECRETS PUBLIC RECORDS LAW

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany as a result of this RFP.

If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: **“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of City documents or any portion of a City document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety will be considered non-responsive.

1-9 CANCELLATION

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.

1-10 LATE PROPOSALS

All Proposals not received by the deadline stated in the RFP Schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within City of Albany’s internal distribution systems, do not excuse the Proposer’s responsibility for submitting the Proposal to the correct location by the stated deadline.

1-11 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City of Albany shall be final and binding upon all parties.

1-12 PROPOSER’S REPRESENTATION

Proposers, by the act of submitting their Proposals, represent that:

- a) They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- b) They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- c) Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

1-13 CONDITIONS OF SUBMITTAL

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

- a) The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected or appointed official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- b) The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- c) The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
- d) The Proposer has quality experience providing the required goods or services.

1-15 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

- a) Proposers shall promptly notify the City of Albany of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.
- b) Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Purchasing Coordinator at the submittal address located in Section III-1.
- c) The City of Albany shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.
- d) Should any doubt or difference of opinion arise between the City of Albany and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany shall be final and binding upon all parties.

1-16 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information shall be submitted in writing directly to the Purchasing Coordinator at the address located in Section III-1. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date answers are available.

1-17 COMPETITION

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

1-18 SOLICITATION PROTESTS

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Purchasing Coordinator at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, or telephone protests or requests will be accepted.

1-19 AWARD PROTESTS

Any Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer shall have seven (7) calendar days after notification of the selected Proposer to submit a written protest. This written notification must be submitted to the Issuing Office address no later than the date and time listed in the RFP Schedule. No protest against an award will be considered if received after the deadline established for submitting such protest.

1-20 COST OF RFP AND ASSOCIATED RESPONSES

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

1-21 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, & REVISIONS

- a) The City of Albany reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.
- b) The City of Albany may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City of Albany need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
- c) The City of Albany may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Albany, become part of the public record and may be disclosed accordingly.
- d) The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
- e) The City of Albany reserves the right to negotiate revisions to the final contract terms and conditions, as well as price with the successful proposer.

1-22 REJECTION OF PROPOSALS

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

- a) Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- b) Failure of the Proposer to submit a Proposal in the format specified herein.
- c) Failure of the Proposer to submit a Proposal within the time requirements established herein.
- d) Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

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

1-23 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

- a) A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.
- b) Proposals submitted early may be modified or withdrawn only by notice to the City of Albany Purchasing Coordinator, at the Proposal submittal location, prior to the time designated for receipt of Proposals.

Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.

- c) Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided they are then fully in conformance with these Instructions to Proposers.
- d) The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

1-24 PROPOSAL OWNERSHIP

All Proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

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

1-25 DURATION OF PROPOSAL

Proposal 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 proposal 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 proposal will not be considered.

1-26 AFFIRMATIVE ACTION / NONDISCRIMINATION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. The Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

1-27 RECIPROCAL PREFERENCE LAW

Oregon’s reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer’s bid price which is equal to the percent of preference given to local Proposers in the Proposer’s home state. That is, if the low Proposer is from a state that grants a 10 percent preference to its own in-state Proposers, the Oregon Agency must add 10 percent to that Proposer’s price when evaluating the bid.

For details, check Oregon’s Reciprocal Preference Law Web site at:

<http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal.shtml>

Proposers in need of any assistance in the application of this law should contact the State Procurement Office:

State of Oregon
Department of Administrative Services
State Procurement Office
1225 Ferry Street SE, U-140
Salem, OR 97301-4285
Telephone: 503-378-4642

SECTION II – AIRPORT OPERATIONS SERVICES SCOPE OF WORK

2-1. AIRPORT OPERATIONS

The successful proposer will be able to comply with the required Airport Operations services. The City is estimating that a minimum of two hours per day, five days per week will be required to accomplish the required duties which include the following. Note that not all of the services listed must be performed every day:

- Performing the daily self-inspection of the airport facilities including runway and taxiway surfaces, airfield lighting, and navigational aids and report any deficiency which could create a hazard to City staff and to the responsible Flight Service Station (FSS) as a Notice to Airmen (NOTAM).
- Manage the aviation fuel supply which includes monitoring the fuel inventory, ordering fuel, observing fuel deliveries, performing the required quality control sampling and monitoring, and maintaining all required records.
- Routinely inspect perimeter fences, gates, and other City-owned structures and coordinate any necessary repairs with the City’s Building Maintenance staff.
- Assist with basic maintenance functions as requested, and arrange for contracted maintenance work as directed by City staff.
- Track availability of City-owned facilities and coordinate with City staff to develop new leases.
- Serve as the initial point of contact for airport tenants and visitors for information on the Albany Municipal Airport and the community.
- Maintain the lounge area so it presents a clean and welcoming environment.
- Coordinate with City staff for airport-related events such as the Northwest Art and Air Festival, and promote the airport to encourage repeat visitors.
- Provide initial response to minor spills in accordance with the City’s Spill Prevention and Countermeasures Plan.
- Encourage pilots and tenants to conduct their operations in compliance with Federal Aviation Administration and City of Albany rules and regulations.
- Maintain regular hours of attendance at the Airport.
- Attend Airport Advisory Commission meetings when requested.

2-2. TERM OF SERVICE

The City intends the initial term of the contract to be one year with the possibility of four negotiated one-year contract extensions.

2-3. COMPLIANCE WITH REGULATIONS

The successful proposer will also be required to comply with all pertinent federal, state, and local regulations, including Albany Municipal Code Chapter 13.60, Airport Regulations.

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” Therefore, non-disclosure of City documents or any portion of a City document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of

any designation to the contrary. Any Proposal marked as a trade secret in its entirety will be considered non-responsive.

SECTION III – PROPOSAL AND PROPOSER REQUIREMENTS

3-1 SUBMITTAL OF PROPOSALS

In order for a Proposer to be considered for this Project, Proposers must provide five (5) total copies of their proposal; one copy shall be marked “ORIGINAL.” All five copies shall be delivered to the Parks & Recreation Department Counter, 333 Broadalbin Street, City of Albany. All proposals must arrive at the Issuing Office on or before the listed due date and time. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be submitted in a sealed envelope, with the words “AIRPORT OPERATIONS SERVICES SCOPE OF WORK RFP” clearly written on it. The document shall be addressed and delivered to the Issuing Office identified in Section 1.5.

3-2. PROPOSAL FORMAT

Proposals shall be printed double-sided, and prepared in a simple, economical manner, without stiff binders or covers, fastened in the top left-hand corner, with the sections tabbed to match those in the RFP, and with all pages numbered within each section.

The proposal shall be prepared succinctly, providing a straight forward, concise description of the Proposer’s ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

All proposals and supporting documents submitted will become the property of the City of Albany and will not be returned. The proposer should execute the Qualifications and Experience Request in Exhibit A and any other documentation according to the type of business form the proposer has adopted (individual, partnership, joint venture, Limited Liability Company, or corporation).

The proposal shall be prepared succinctly, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. The City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

3-3 PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

- a) To examine the scope of services and conditions thoroughly.
- b) To provide for appropriate insurance, deposits, and bonds, if required.
- c) To comply fully with the scope of services for the agreed contract.
- d) That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and Federal Aviation Regulations, and this RFP.

3-4 PARTNERSHIP/JOINT VENTURE RESPONSES

If Proposer is a partnership or joint venture, information must be provided for each partner or joint venturer, and each partner or joint venturer must sign the Proposal and any contracts on behalf of both itself and the Proposer, and each will be jointly and severally liable.

3-5. PROPOSAL REQUIREMENTS

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City, may disqualify the Proposer. Proposers shall describe their qualifications and commitment to providing the required scope of services and a clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the Proposal.

3-6. PROPOSAL CONTENT – MANDATORY

- a) Introductory Letter – Proposer shall include an introductory letter and expression of interest in the project. Proposer should indicate a willingness to enter into a contract with the City and meet the requirements of

this RFP. The introductory letter shall also name the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign the agreement. The letter shall be signed by the Proposer(s). Please include e-mail address and telephone and fax numbers.

- b) Proposal to Provide the Required Services – Proposer shall present a clear and concise understanding of the required services based on the available information. Proposer should describe how he/she will meet the requirements. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions.
- c) Qualifications and Experience - All proposers must provide the requested information in Exhibit A to this RFP. If the proposer is a joint venture or partnership, proposer must submit separately for each participant except that the submission of financial information may be limited to the assets of the joint venture or partnership.
- d) Supporting Documentation – If necessary, proposers may include supporting documentation that further describes their qualifications. Any supporting documentation should be succinct and concise.

3.7 ADDITIONAL ATTACHMENTS REQUIRED

- a) **QUALIFICATION AND EXPERIENCE SUMMARY (EXHIBIT A)**
Proposers are required to complete the Qualification and Experience Summary
- b) **SAMPLE AGREEMENT (EXHIBIT B)**
Review the Sample Agreement and submit any proposed exceptions with the Proposal response.
- c) **DECLARATION OF INDEPENDENT CONTRACTOR STATUS (EXHIBIT C)**
Select and submit one applicable form.
- d) **COST PROPOSAL (EXHIBIT D)**
Proposers are required to complete the Cost Proposal form.
- e) **ADDENDA**
All addenda of this RFP should be submitted as part of the Proposal response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Albany.

SECTION IV –EVALUATION CRITERIA

4-1. GENERAL INFORMATION

Each proposal will be judged on its completeness and quality of its content. Refer to Section IV, which provides the evaluation criteria and the evaluation scoring that will be used. The City reserves the right to reject any or all proposals, cancel the RFP if in the public's best interest, to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, or to further negotiate any proposals, and is not liable for any costs the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City.

Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a proposer and the rejection of a proposal:

- a) Submission of more than one proposal hereunder by an individual, joint venture, partnership, limited liability company, or a corporation under the same or different names;
- b) The proposer being in arrears on any existing contract with the City;
- c) The proposer being in litigation with the City;
- d) The proposer having defaulted on a previous contract with the City; or
- e) Any other cause, which in the City's judgment and sole discretion, is sufficient to justify disqualification of proposer or the rejection of its proposal.

4.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of at least three (3) members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.

The City is seeking value from the service requested. While cost is important to the overall evaluation process, the experience and qualifications will be assigned a higher value. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

At the City's option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. If held, a possible 100 points will be attributed to interviews. The interview scores will be added to the paper scores, and the list re-ordered.

If final scores are within five points, the City reserves the right to negotiate with any of these Proposers or may elect to negotiate a contract using best and final offers.

4.3 INTERVIEWS (Optional)

The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Albany. Contractors invited to the interview will be responsible for making and paying for their own travel arrangements.

4.4 SCORING AND EVALUATION CRITERIA

Each proposal must include, at a minimum, the items listed in Section III, as applicable. Proposals not including this information may be considered non-responsive to this request and may not be evaluated. Proposals shall be prepared in a simple, economical manner, without stiff binders or covers, and fastened in the top left-hand corner.

The following criteria will be used by the City, in its sole discretion, in evaluating the proposals submitted:

- a) Proposer’s competency, experience, and plan to provide service. Proposer must be responsible, have the necessary qualifications, and a sound plan for delivering the required services.
- b) Proposer’s commitment to service. Proposer’s commitment to service as outlined in its proposal as well as proposer’s general reputation for service as provided by references.
- c) Proper completion of proposal forms. The City will assume the thoroughness and professional manner with which proposer prepares and completes the RFP is an indication of the manner in which proposer may approach its performance under the Agreement.
- d) A selection review committee will be appointed to evaluate all proposals. The City reserves the right to seek clarification of each proposal. The committee will evaluate and rank the proposals using the criteria described below. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. At the City’s option, if unable to make a selection after evaluating the proposals, interviews may be conducted with all or a select few of the proposers.
- e) The goal of the evaluation process is to select that proposer believed to best meet the City’s expectations for background, qualifications, and experience capable of providing Airport Operations services. Each proposal will be judged as to the extent it demonstrates the Proposer’s qualifications and understanding of the services requested and required. Evaluation factors and the maximum points to be awarded will be as follows:

<u>Criteria</u>	<u>Maximum Score</u>
Introductory Letter	Pass/Fail
Project Understanding and Approach	25
Cost	25
<u>Qualifications and Experience</u>	<u>50</u>
Total:	100
Interview (Optional)	100 (additional points if option is exercised)

4.5 BEST AND FINAL OFFERS

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

4.6 RANKING OF PROPOSALS

- a) Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second-ranked Proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee.
- b) Contractor’s scores will be totaled and ranked. Any Proposer’s response to this RFP shall be considered de facto permission to the City of Albany to disclose the results, when completed, to selected viewers at the sole discretion of the City of Albany.

SECTION V – CONTRACT REQUIREMENTS

5-1. AWARD OF AN AGREEMENT

Upon completion of the evaluations, an award will be made by the City to the proposer that demonstrates, in the sole and absolute discretion of the City, that it is responsible, has adequate qualifications to provide the proposed services, and has made the best overall proposal to the City. The Proposer will be notified by the City it has been selected as the Airport Operations services provider, subject to perfection and execution of the Agreement. No Agreement shall be binding upon the City until the same has been approved by the Albany City Council, the Agreement has been signed by the City Manager or his designee, and it has been delivered to the proposer.

5-2. REQUIREMENTS

The Proposer must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. In addition, the Proposer must also submit documents addressing general liability insurance, automobile and collision insurance, and an indication there is no conflict of interest on the part of the Contractor's submission of a proposal for the services being solicited under this RFP.

5-3. PROJECT UNDERSTANDING AND APPROACH

Jon Goldman, Transportation Superintendent, will be the administrator for the Airport Operations Services contract.

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EXHIBIT A

QUALIFICATION AND EXPERIENCE SUMMARY

Please provide the following information. You may attach additional pages if necessary.

1. Describe your experience in aviation or an aviation-related profession. Examples may include experience as a current or former pilot, a current or former experience as an aviation mechanic, or current or former work experience at an aviation business such as an FBO.

2. Describe your work experience providing customer service.

3. List all services contracts to which you have been a party that have been terminated either voluntarily or involuntarily prior to the expiration of their term during the past five (5) years, together with an explanation of the reasons for termination and the name and telephone number of a person who may be contacted for verification. (State all relevant information and attach as many pages as necessary to fully explain the situation. If none, so state.)

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4. List all lawsuits that have arisen pertaining to fee payments, rental payments, and/or contract performance between the Proposer and any other Party during the past five (5) years. (State all relevant information and attach as many pages as necessary to fully explain the situation. If none, so state.)

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EXHIBIT B

SAMPLE AIRPORT OPERATIONS SERVICES AGREEMENT

This contract is entered into between the City of Albany, Oregon, hereinafter referred to as “CITY” and _____, hereinafter referred to as “CONTRACTOR,” and is effective upon its execution by and between both parties hereto.

In consideration of the mutual promises contained herein, it is agreed as follows:

ARTICLE I: SCOPE OF SERVICES

For the consideration set forth in Section II, CONTRACTOR agrees to provide the airport operations services called for in the Request for Proposal attached hereto as, [Attachment A] and by this reference incorporated herein, in conformance with the terms contained therein.

ARTICLE II: MODIFICATIONS

This agreement may only be modified by a writing executed by both parties.

ARTICLE III: RESPONSIBILITIES OF CONTRACTOR

A. Notice to Proceed

CONTRACTOR will not begin work on any of the duties and services listed in Article I until CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.

B. Quality of Service

CONTRACTOR, in performing the services called for in Attachment A, shall maintain the highest level of quality practicable.

C. State or Federal Requirements

CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B 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.

D. Workers' Compensation.

CONTRACTOR, its sub contractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all of their subject workers, unless such employers are exempt under ORS 656.126.

ARTICLE IV: RESPONSIBILITIES OF CITY

A. Authorization to Proceed

CITY shall authorize CONTRACTOR in writing to proceed prior to CONTRACTOR starting work on any of the services listed in Article I.

ARTICLE V: COMPENSATION

CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this agreement and the contract fee schedule attached hereto as [Attachment A, pages 1-3].

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

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 officers, employees, or agents.

ARTICLE VII: INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall 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) 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 shall maintain limits no less than:

1. Commercial General Liability: \$ 1,000,000 Each Occurrence
 \$ 2,000,000 General Aggregate

 \$ 2,000,000 Products Aggregate

 \$ 1,000,000 Personal Injury

The General Aggregate shall apply separately to this agreement.

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

- 3. Employers Liability: \$ 500,000 Each Accident
- \$ 500,000 Disease Aggregate
- \$ 500,000 Disease each Employee

C. Deductible and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of Albany, its officers, employees, and agents are to be covered as additional named insureds as respects to: liability arising out of activities performed by or on behalf of CONTRACTOR including the Insured’s general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.
- b. CONTRACTOR’S insurance coverage shall be primary insurance as respects to CITY, its officers, employees, and agents. Any insurance or self-insurance maintained by CITY, its officers, employees, or agents shall be excess of CONTRACTOR’S insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees or agents.
- d. CONTRACTOR’S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Workers’ Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the CITY of Albany, its officers, employees, and agents for losses arising from work performed by CONTRACTOR for CITY.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best rating of no less than A- VII. Exception to this requirement is given to SAIF Corporation for Workers’ Compensation. Any other carriers with lower ratings may be given prior written approval.

F. Verification of Coverage

CONTRACTOR shall furnish the CITY of Albany with Certificates of Insurance and with original endorsements for each insurance policy to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY before work commences.

G. Subcontractors

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE VIII: ASSIGNMENT

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

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

ARTICLE IX: INTEGRATION

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

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 shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by this agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, CONTRACTOR shall be paid for work previously performed and shall, at the direction of CITY, perform such additional services as may be necessary to facilitate transition to a new CONTRACTOR of CITY'S choosing. CONTRACTOR shall be paid for such additional work as provided under the terms of this agreement or as may be provided by the parties through a modification of this agreement.

ARTICLE XII: FORCE MAJEURE

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

ARTICLE XIII: DISPUTE COSTS

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

ARTICLE XIV: COURT OF JURISDICTION

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

CONTRACTOR: _____

CITY OF ALBANY, OREGON:

Date : _____

Date: _____

By: _____
Contractor

By: _____
Mark Shepard
Public Works Director

Title: _____

By: _____
(Two signatures required if Corporation)

Title: _____

Mailing Address:

Approved as to Form:

City Attorney

Telephone: _____

Facsimile: _____

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EXHIBIT C

**DECLARATION OF INDEPENDENT CONTRACTOR STATUS
SOLE PROPRIETORSHIP**

The undersigned, _____, doing business as _____, do hereby declare and agree as follows:

1. I am a sole proprietor doing business as _____ and am the only person interested as a partner or principal in that business. I employ no person for the performance of any work, including clerical and administrative tasks.

2. All work to be done under contract with the City of Albany, Oregon will be performed by me or by subcontractors who will be required to obtain Workers' Compensation coverage as insured or self-insured employers unless such subcontractors file with the City of Albany joint declaration, signed by me as well, affirming their independent contractor status and the fact that they employ no employees subject to the provisions of ORS Chapter 656.

3. I am an independent contractor of the City of Albany, and recognize that I am not entitled to and waive all claims under any Workers' Compensation coverage afforded by the City to its employees as an insured or self-insured employer.

(Signature, Sole Proprietor)

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**DECLARATION OF INDEPENDENT CONTRACTOR STATUS
CORPORATION**

The undersigned, doing business as _____,
employs no person other than corporate officers for the performance of any work, including clerical and administrative tasks. All work to be done for the City of Albany, Oregon will be performed by the corporate officers of the corporation, or by subcontractors who will be required to obtain Workers' Compensation coverage as insured or self-insured employers unless such subcontractors file with the City of Albany a joint declaration, signed by an officer of the corporation as well, affirming their independent contractor status and the fact that they employ no employees subject to the provisions of ORS Chapter 656.

_____ is an independent contractor of the City of Albany, and the corporate officers thereof recognize that we are not entitled to and waive all claims under any Workers' Compensation coverage afforded by the City to its employees as an insured or self-insured employer.

Name of Corporation

BY: _____
(Please Print or Type)

Signature

TITLE: _____

DATE: _____

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**DECLARATION OF INDEPENDENT CONTRACTOR STATUS
PARTNERSHIP**

The undersigned, _____

do hereby declare and agree as follows:

1. We are partners doing business as _____
and are the only persons interested as partners or principals in that business. We employ no persons for the performance of any work, including clerical and administrative tasks.
2. All work to be done under contract with the City of Albany, Oregon will be performed by us or by subcontractors who will be required to obtain Workers' Compensation coverage as insured or self-insured employers unless such subcontractors file with the City of Albany a joint declaration, signed by us as well, affirming their independent contractor status and the fact that they employ no employees subject to the provisions of ORS Chapter 656.
3. We are independent contractors of the City of Albany, and recognize that we are not entitled to and waive all claims under any Workers' Compensation coverage afforded by the City to its employees as an insured or self-insured employer.

All partners must sign:

(Partner 1 Signature)

(Partner 1 Printed Name)

Date

(Partner 2 Signature)

(Partner 2 Printed Name)

Date

(Partner 3 Signature)

(Partner 3 Printed Name)

Date

(Partner 4 Signature)

(Partner 4 Printed Name)

Date

(Partner 5 Signature)

(Partner 5 Printed Name)

Date

(Partner 6 Signature)

(Partner 6 Printed Name)

Date

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