



CITY OF ALBANY, OREGON

FIRE DEPARTMENT

REQUEST FOR QUOTATIONS

FOR

Fire Protection Service, Inspection, and Monitoring

Issue Date: October 12, 2020

Due Date: November 3, 2020, 2:00 p.m. (Pacific Time)

Fire Chief **Shane Wooton**
Battalion Chief **Jamie Smith**
Purchasing Coordinator **Diane M. Murzynski, CPPO, CPPB**

**For more information regarding this Request for Quotations,
contact Diane Murzynski at 541-917-7522 or Jamie Smith at 541-917-7730.**

CITY OF ALBANY

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BIDDER'S SUBMITTAL CHECKLIST

Quotations must be emailed by the time and date designated in the Request for Quotations (RFQ). It is the responsibility of the Bidder to email the Quotation by the indicated deadline to the designated location. In response to COVID-19, NO Quotations will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.).

The following should be received to be considered responsive:

- Quotation (*Page 6 & 7*)
- Bidder's Declaration and Understanding (*Page 8 & 9*)
- Non-Collusion and Conflict of Interest Certification (*Exhibit A*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit B*)
- Bidder Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit C*)
- Certification of Insurance Requirements (*Exhibit D*)

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



CITY OF ALBANY, OREGON
REQUEST FOR QUOTATIONS (RFQ)

Fire Protection Service, Inspection, and Monitoring for Albany Fire Department
Quotations Due by 2:00 p.m. (Pacific Time), Tuesday, November 3, 2020

Notice is hereby given that the City of Albany (“City”) is requesting quotations for alarm services for the Albany Fire Department. Qualified vendors must provide service, inspection, testing, and monitoring at four locations inclusive of five buildings – Stations 11, 12, 13, 14, and Station 13 shop.

The scope of services includes:

- Annual inspection, testing, and maintenance of security alarm systems.
- Annual inspection, testing, and maintenance of fire alarm systems.
- Annual inspection, testing, and maintenance of fire suppression system(s) (fire sprinklers).
- Annual inspection, testing, and maintenance of backflow and forward flow devices.
- Monitoring of the fire alarm system.
- Monitoring of the security alarm system.
- Service all systems as needed.

All inspections must confirm NFPA 25 compliance for the fire systems as well as compliance with the City of Albany requirement for annual backflow device testing.

Quotation responses must be submitted to the following email procurement@cityofalbany.net, not later than 2:00 p.m., (Pacific Time), Tuesday, November 3, 2020. 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 as follows: “Fire Protection SIM for Albany Fire Department”.

All Quotations should be received electronically in non-editable PDF format. The total size limit for each email submittal response should be less than 20 MB. An automated response will be generated back to the sender stating, “Quotation has been received by the City.” If you do not receive a notification, contact Diane Murzynski at diane.murzynski@cityofalbany.net or 541-917-7522.

The City may reject any Quotation not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all Quotations 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 12TH DAY OF OCTOBER 2020.

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

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

SECTION 1 – SCOPE OF WORK

1.1 REQUIRED SERVICES

Qualified vendors must provide service, inspection, and monitoring at four locations inclusive of five buildings: Fire Stations 11, 12, 13, 14, and Station 13 shop. The proposed contract resulting from this RFQ will be awarded based on lowest cost and Bidder's ability to provide required service.

The scope of services at each location includes: annual inspection, testing, and maintenance of security alarm systems; annual inspection, testing, and maintenance of fire alarm systems; annual inspection, testing, and maintenance of fire suppression system(s) (fire sprinklers); annual inspection, testing, and maintenance of backflow and forward flow devices; monitoring of the fire alarm system; monitoring of the security alarm system; and service all systems as needed. The City requires inspections be NFPA 25 compliant for the fire systems, as well as compliant with City of Albany annual backflow device testing.

1.2 LOCATIONS

Station 11, 611 Lyon St. SE

Station 12, 120 34th Ave. SE

Station 13, 1980 Three Lakes Rd. SE

Station 13 shop, 1980 Three Lakes Rd. SE

Station 14, 2850 Gibson Hill Rd. NW

*Location map is provided as Attachment B.

1.3 PERSONNEL

All personnel employed by the Vendor must present a neat appearance and be courteous. The City and the Vendor will notify the other of any complaints received within 24 hours. The Vendor will utilize employees who can perform the work described in these specifications. At the request of the City, the Vendor will replace for just cause any abusive, or disorderly person employed by the Vendor.

1.4 CONTRACT TERM AND PRICE ADJUSTMENTS

The contract resulting from this RFQ will be for five years, beginning January 1, 2021 through December 31, 2025. Contractor may request from City price adjustment consideration. Any change in fees are subject to a maximum increase in any one year for the period ending three (3) months prior to the first day of the contract term, or three percent (3%), whichever is lower, as posted in the U.S. Labor Statistics CPI-W, All Items, <https://www.bls.gov/cpi/latest-numbers.htm>.

1.5 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

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

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE

The City Purchasing Coordinator will issue the Request for Quotations document and will be the sole point of contact regarding procurement processes. Questions regarding this RFQ should be directed as follows:

Procurement Questions

City of Albany
Finance Department
Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator
333 Broadalbin Street SW, Albany, OR 97321
diane.murzynski@cityofalbany.net
541-917-7522

Scope of Work

City of Albany
Fire Department
Jamie Smith
Battalion Chief
611 Lyons St SE, Albany, OR 97321
jamie.smith@cityofalbany.net
541-917-7730

Quotations received after the specified date and time will not be given further consideration. Bidders submitting Quotations are solely responsible for the means and manner of their delivery and are encouraged to confirm delivery prior to the deadline as noted on the Bidder's Submittal Checklist.

2.2 RFQ SCHEDULE

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

RFQ Issued	October 12, 2020
Mandatory Pre-bid Onsite Meeting	October 16, 2020, 10:00 a.m.
Quotation Due Date	November 3, 2020, 2:00 p.m.
Contract Award and Execution	December 2020
Begin Contractual Services	January 1, 2021

2.3 MANDATORY PRE-BID ONSITE MEETING

A Mandatory Pre-bid Onsite Meeting will be held Friday, October 16, 2020, at 10:00 a.m., at Station 11, 611 Lyon Street SE, Albany, Oregon. All attendees/visitors must confirm and register their intent to attend and limit attendance to one representative from each vendor firm. Contact Jamie Smith at jamie.smith@cityofalbany.net to confirm attendance. In response to the COVID-19 virus, all visitors to City of Albany building locations are required to wear face coverings, have their temperature taken, and practice social distancing of 6 feet.

In order for Bidders to provide a quote, the number of units to bid will be determined by the City during this meeting. This information is needed for a vendor to provide a quote on the Quotation form. The Item's unit(s) will be determined, and the information emailed to all prospective bidders preregistered and attending the Pre-bid Meeting.

Failure to become acquainted with the physical conditions of the project will not relieve the Vendor from the responsibility of properly estimating the difficulty or cost of successfully performing the work. The Vendor 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.

2.4 SUBMITTAL REQUIREMENTS

Quotation responses must be submitted to the following email procurement@cityofalbany.net, not later than 2:00 p.m., (Pacific Time), Tuesday, November 3, 2020. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line must include the project name as follows: "Fire Protection SIM for Albany Fire Department". All Quotations should be received electronically in non-editable PDF format. The total size limit for each email submittal response should be less than 20 MB.



SECTION 3 – QUOTATION
(This is not an order – Inquiry Only)

All offers must be submitted on this form with your best price for the goods and/or services described below. Quotes are good for 90 days from receipt of quotation. **All items must be bid to be considered responsive.**

Item	Description	Location	Units*	UOM	Total Cost
1	Annual inspection, testing, and maintenance of <u>security alarm</u> systems.	Stations 11, 12, 13 & shop, 14		LS	
2	Annual inspection, testing, and maintenance of <u>fire alarm</u> systems.	Stations 11, 12, 13 & shop, 14		LS	
3	Annual inspection, testing, and maintenance of <u>fire suppression</u> system(s) (fire sprinklers).	Stations 11, 12, 13 & shop, 14		LS	
4	Annual inspection, testing, and maintenance of <u>backflow and forward flow devices</u> .	Stations 11, 12, 13 & shop, 14		LS	
5	Monitoring of the <u>fire alarm</u> system.	Stations 11, 12, 13 & shop, 14		LS	
6	Monitoring of the <u>security alarm</u> system.	Stations 11, 12, 13 & shop, 14		LS	
TOTAL QUOTATION FOR ONE YEAR					

Cost bid represents one year of a five-year contract. Contract award is based on lowest responsive, responsible bid total listed above.

***Number of Units to bid will be determined at the Mandatory Pre-bid Onsite Meeting.**

	On-call Rates		Holiday	Night/Weekend**	Day
7	Service all systems as needed. Include on-call rates for days, nights/weekends, and holidays.	Stations 11, 12, 13 & shop, 14			

****If night/weekend rates are different, split the Night/Weekend column to reflect each, respectively.**

List special equipment or services your company may provide:

List your availability and response time for on-call repairs, if needed:

I hereby certify that the undersigned is authorized to represent the firm stated below and empowered to submit this quotation response, and if selected agree to furnish all goods and services in accordance with the RFQ. In addition, all City of Albany requirements, including insurance, have been reviewed and are incorporated in this quote.

Company Name: _____ Phone: _____ Fax: _____

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

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

Signature: _____ Title: _____

Date: _____ Email: _____

SECTION 4 - BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the requirements of the Request for Quotation have been carefully examined; the Bidder is satisfied as to the quantities of materials, including the fact that the description of the quantities of materials as included herein is brief and is intended only to identify the said quantities with the detailed requirements of this Request for Quotation; and that the Bidder's quotation is made according to the provisions and under the terms of this Request for Quotation.

By submitting a Quote, the Bidder agrees to comply with the Fair Labor Standards 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.

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. By submitting a quote, the Bidder specifically certifies, under penalty of perjury, that the Bidder has not discriminated against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data which it believes pertinent from the City of Albany representative, Owner, and other sources in arriving at these conclusions have been utilized.

Offers received in response to an intermediate procurement conducted pursuant to ORS 279B.070 are identical if the offers equally best serve the interests of the City in accordance with 279B.070(4). If the City determines that one or more bids are identical, the City will award a contract in accordance with the procedures set forth in OAR 137-046-0300. Tiebreaker preference for identical quotes are awarded on the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Oregon, and 2) Drawing lots among the identical Offers. The City will provide the Bidders who submitted the identical bids notice of the date, time, and location of the drawing of lots and an opportunity for these Bidders to be present when the lots are drawn.

The Bidder further declares that the only persons or parties interested in this Quotation are those named herein; that this Quotation is in all respects fair and without fraud; that it is made without collusion with any official of the City of Albany, and that the quotation is made without any connection or collusion with any person making another quotation on this Contract.

The Bidder covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A and B, as though each obligation or condition were set forth fully herein. In addition, the Bidder agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question. 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 will include the following laws of the State of Oregon, and are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.225, and 279B.230.

As required by ORS 279B.235, Vendor must comply with ORS 652.220 and will not unlawfully discriminate against any of Vendor'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. Vendor'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. Vendor may not prohibit any of Vendor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

The Bidder further 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.

Bidder, and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628. Bidder agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the Bidder fails to complete and return the W-9 to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.

The City may reject all bids 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. The City will award a contract to the Bidder whose bid will best serve the interests of the City, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and Vendor responsibility under ORS 279B.110.

Bidder 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 they could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. BIDDER 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 BIDDER'S participation.

Bidder certifies that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal or state department or agency

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

Vendor Name: _____ Phone: _____ Fax: _____

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

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

Signature: _____ Title: _____

Date: _____ Email: _____

ATTACHMENT A – SAMPLE CONTRACT

STANDARD TERMS AND CONDITIONS FOR AGREEMENT TO FURNISH FIRE PROTECTION SERVICE, INSPECTION, AND MONITORING (SIM) 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 VENDOR, agrees to provide Fire Protection SIM to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (CITY). The term of this Agreement will begin January 1, 2021 and continue five years, to December 31, 2025.

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, Statement of Work, Request for Quotations including Exhibits, Attachments, Appendices, and Request for Quotation Response.

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

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

ARTICLE II: RESPONSIBILITIES OF VENDOR

- A. Notice to Proceed. VENDOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I must be in the form of a written amendment as defined in Article IV.
- B. Scope of Service. VENDOR agrees to provide personal services as defined in this RFQ to the satisfaction of the City.
- C. Level of Competence. VENDOR will provide services with the degree of skill, level of competence and diligence normally employed by vendors in good standing and engaged in the same type of service and other work products furnished under this Agreement. VENDOR 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. VENDOR must demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.
- D. Key Personnel. _____ will serve as the lead contact for the Vendor to the City of Albany under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- E. Documents/Work Products Produced. VENDOR agrees that all documents and work products produced by VENDOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of the CITY, with an unlimited, royalty free license for CITY use, and will be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Contracting Law. VENDOR 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, VENDOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in

compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.

- G. Oregon Workers' Compensation Law. VENDOR, 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. VENDOR must ensure that each of its subcontractors, if applicable, complies with these requirements.
- H. Record Retention and Review. The VENDOR must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of the VENDOR to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the VENDOR. The VENDOR must retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The VENDOR will be responsible for any audit exceptions or disallowed costs incurred by the VENDOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. VENDOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. VENDOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the VENDOR fails to complete and return the W-9 to the CITY, payment to Vendor may be delayed, or the CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. The City prefers to pay Vendor invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, VENDORS must complete the City's ACH Vendor Direct Payment Authorization form available on the City website at <https://www.cityofalbany.net/finance/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- L. Pay Equity Compliance. As required by ORS 279B.235, VENDOR must comply with ORS 652.220 and must not unlawfully discriminate against any of Vendor'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. Vendor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.
- M. Preference for Recycled Materials. As required by ORS 279A.125, VENDOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- N. Compliance with Tax Laws. VENDOR certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- O. Communicable Diseases. VENDOR 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 Vendor could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. VENDOR 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 Vendor's participation.
- P. Debarment and Suspension. VENDOR certifies that during the term of an award of contract by CITY resulting from the procurement process, that neither it nor its principals is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal or state department or agency.

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY will authorize VENDOR upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from VENDOR 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, Quotations, and other documents presented by VENDOR, obtain advice of an attorney, accountant, auditor, and other Vendors 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 VENDOR.

ARTICLE IV: MODIFICATIONS

CITY or VENDOR will not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications must 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 services procured in Article I in accordance with the Request for Quotation Response. Invoices should be directed to the City of Albany, Attention: Accounts Payable, PO Box 490, Albany, OR 97321. Invoices should be emailed to accountspayable@cityofalbany.net.

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

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

ARTICLE VI: INDEMNIFICATION

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

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the VENDOR must furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of

A- VII or approved by the CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

B. Minimum Limits of Insurance

VENDOR 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”.

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. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to VENDOR’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 will not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers’ Compensation and Employers Liability Coverage - The insurer must agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the VENDOR for the CITY.

ARTICLE VIII: ASSIGNMENT

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

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

ARTICLE IX: INTEGRATION

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

ARTICLE X: SUSPENSION OF WORK

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

ARTICLE XI: EARLY TERMINATION OF WORK

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

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the CITY terminates pursuant to Article XI(A), the CITY will pay the Vendor for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.
- B. If the CITY terminates pursuant to Article XI(B), the CITY is entitled all remedies available at law or equity. In addition, VENDOR must pay the CITY all damages, costs, and sums incurred by the CITY as a result of the breach.
- C. If the VENDOR justifiably terminates the Agreement pursuant to Article XI(B), the VENDOR'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If the CITY'S termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and the Vendor will be paid as if the Agreement was terminated under Article XI(A).

- E. In the event of early termination, the VENDOR'S work product before the date of termination becomes property of the CITY.
- F. In the event of termination, VENDOR 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 will not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. VENDOR 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, VENDOR must provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in Vendor'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 must 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, OR 97321
sean@longdel.com

With copy to:

City of Albany
 Attn: Peter Troedsson, City Manager
 PO Box 490
 Albany, OR 97321
peter.troedsson@cityofalbany.net

ARTICLE XIV: FORCE MAJEURE

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

ARTICLE XV: DISPUTE COSTS

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

ARTICLE XVI: CONFLICT AND SEVERABILITY

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

ARTICLE XVII: CONSTRUCTION

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

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the VENDOR agrees as follows: The VENDOR will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The VENDOR 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.

VENDOR:

Date: _____

By: _____
Vendor

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address: _____

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

Tax Identification No. (if incorporated)

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

CITY OF ALBANY, OREGON:

Date: _____

By: _____
Shane Wooton, Fire Chief

APPROVED AS TO FORM:

By: _____
M. Sean Kidd, City Attorney

ATTACHMENT B – MAP OF SERVICE LOCATIONS

- Station 11: 611 Lyon St. SE
- Station 12: 120 34th Ave. SE
- Station 13: 1980 Three Lakes Rd. SE
- Station 13 shop: 1980 Three Lakes Rd. SE
- Station 14: 2850 Gibson Hill Rd. NW

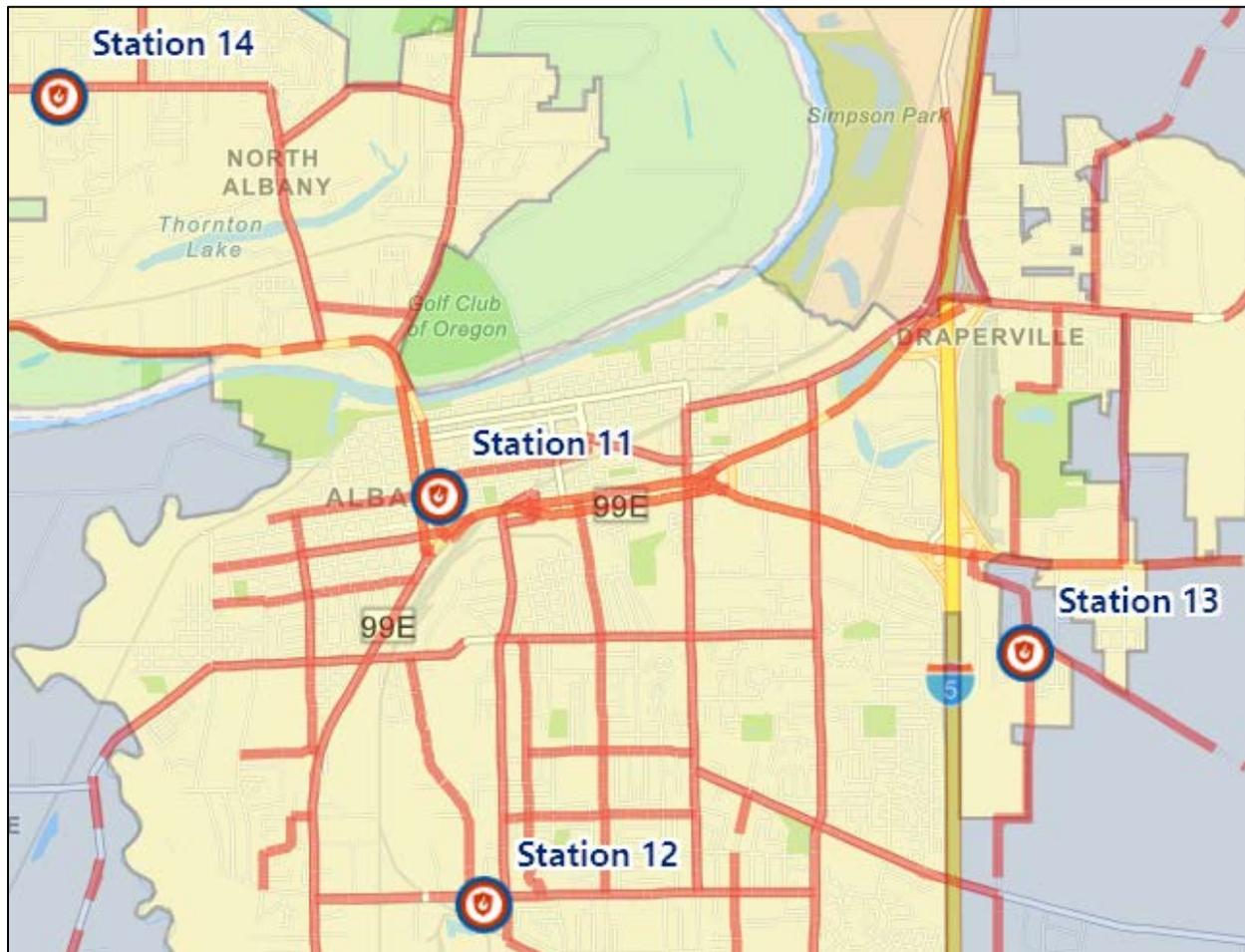


EXHIBIT A - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

Signature Block - The Bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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

EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

Signature: _____

Title: _____ Date: _____

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

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

1. If Vendor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Vendor has registered as required by law.
2. Vendor 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. Vendor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Vendor is customarily engaged in providing services as an independent business. Vendor is customarily engaged as an independent contractor if at least three of the following statements are true.

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

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

Signature: _____ Date: _____

EXHIBIT C - BIDDER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Signature: _____ Date: _____

Print Name and Title _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

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

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Vendor and all subcontractors of Vendor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED. If Vendor does not have coverage, and claims to be exempt, Vendor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Vendors 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 Vendor is exempt and provide qualified reason: _____

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Vendor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence must not be less than \$2,000,000. Annual aggregate limit must not be less than \$2,000,000.**

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

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

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

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

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

Pollution Liability – This coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.

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

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. Vendor's coverage will be primary in the event of loss. Vendor must furnish a current Certificate of Insurance to the City. Vendor must provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Vendor must immediately notify the City of any change in insurance coverage. The Certificate must also state the deductible or retention level. **The City must be listed as an Additional Insured by Endorsement** for any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate must state the following in the **Description of Operations: "Project Name: Additional Insured - The City of Albany, its officers, employees and agents as Additional Insureds but only with respect to Vendor's activities to be performed under this Contract.** Coverage must 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 written Endorsement must be attached to the certificate of insurance.** Vendor must provide complete copies of insurance policies if requested by the City.

Certificate holder must be listed as: City of Albany, P.O. Box 490, Albany, OR 97321. Certificates of insurance may be emailed to the City of Albany, Finance Department, Diane Murzynski, at diane.murzynski@cityofalbany.net.

Vendor's Acceptance: _____

Requirements prepared by Diane Murzynski