



*City of Florence*  
**A City in Motion**

# **REQUEST FOR PROPOSALS**

## **PROFESSIONAL SERVICES FIRM FOR INFORMATION TECHNOLOGY SERVICES**

**ISSUE DATE: OCTOBER 1, 2021**

**DUE DATE: November 3, 2021, 5:00 P.M. (PACIFIC TIME)**

**ADMINISTRATIVE SERVICES DIRECTOR .....ANNE BAKER, CPFO, MACC**

For more information regarding this Request for Proposals, contact Anne Baker at 541.997.3436

**ADMINISTRATIVE SERVICES**

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## PROPOSER'S SUBMITTAL CHECKLIST

**Proposals must be submitted by this time designated and the address listed in the advertisement for the Request for Proposals at the City Hall Customer Service counter and marked received by City staff indicating the time and date. Any proposals submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened.**

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

**Proposals must be delivered to and stamped received by the Customer Service staff at City Hall to be considered Responsive. Proposer is solely responsible for the Proposal Response to be delivered to the correct location by the correct time.**

Proposers must **submit two (2) copies** of their proposal. In addition to the hard copy (printed paper) version of Proposal, Proposer shall provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format. All proposals should include the following submittals to be considered responsive:

- Transmittal Letter
- Project Approach and Understanding
- Qualifications and Experience
- Project Schedule and Proposer Availability
- Cost Proposal (Exhibit A)
- References (Exhibit B)
- Non-Collusion and Conflict of Interest Certification (Exhibit C)
- Certification Statement for Corporation or Independent Contractor (Exhibit D)
- Proposer Representations and Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit E)
- Certification of Insurance Requirements (Exhibit F)
- Signed Addenda (if applicable)



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

**Professional Services Firm for  
Information Technology Services  
Proposals Due by 5:00 p.m., November 3, 2021**

Notice is hereby given that the City of Florence (City), Oregon is seeking proposals from experienced information technology support services professionals to provide network and desktop support for the information technology system of the City of Florence, Oregon. This is a limited solicitation. Information technology support services professionals in the State of Oregon with a minimum of five years' experience may respond to this RFP.

Contract documents are available for review in the Administrative Services Department, City Hall, 250 Highway 101, Florence, Oregon, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.; downloaded from the City of Florence website at <http://www.ci.florence.or.us/rfps>, or a printed copy can be obtained by phoning (541) 997-3436. There is a \$35 charge for printed RFP documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. All Interested Proposers known by the City of Florence to have received a complete set of the proposal documents will receive notification when additional items are posted to the website. For questions or clarifications regarding this RFP or to be added to the Interested Proposers' list contact Anne Baker, CPFO, MAcc, Administrative Services Director, via email at [anne.baker@ci.florence.or.us](mailto:anne.baker@ci.florence.or.us).

Sealed proposals must be received by the City of Florence, at the Customer Service counter via persona delivery or mail/delivery service, not later than 5:00 p.m. (local time), Wednesday, November 3, 2021, addressed to the City of Florence, Attention: Anne Baker, CPFO, MAcc, Administrative Services Director, 250 Highway 101, Florence, OR, 97439. On the outside of the envelope, please reference "IT Services" along with the name and address of the applicant. Faxed or electronic (email) 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 part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 1st DAY OF OCTOBER, 2021.

Anne Baker, CPFO, MAcc  
Administrative Services Director

Publish in: Siuslaw News, Saturday, October 2 & Wednesday, October 6th, 2021

Daily Journal of Commerce, Friday, October 1 & Wednesday, October 6th, 2021

## PART 1: PROCUREMENT REQUIREMENTS

### 1.1 Introduction

The City of Florence is a municipal entity providing a full range of services, including police protection; sewer services; water services; construction and maintenance of highways, streets, and infrastructure; recreational activities and cultural events. The City of Florence, with a population of 8,925, is a modest-sized city located in Lane County at the confluence of the Siuslaw River and the Pacific Ocean one-hour west of Eugene. Florence is served by a marina and boasts its own airport. From its beginnings along the Siuslaw River in Old Town, Florence has grown north following Highway 101. Florence operates under a Council-Management form of government. Florence is led by an elected, non-partisan five-member council.

Florence employs approximately 73 FTE and up to an additional eight temporary employees seasonally. Employees work in one of six departments. The departments are: Public Safety, Public Works, Florence Events Center, Community Development, Administrative Services, and Administration. The 2021-23 biennium adopted budget is \$71,880,100, including a General Fund of \$18,289,400.

Information Technology is housed in the Administrative Services Department. The City employs an Information Technology Manager to maintain our current system with the assistance of a third-party support contractor. The IT Manager will manage and maintain the contract with the successful proposer.

The City's current technical environment includes:

- Employees and contractors access the City's network via six main office locations, in the field and vehicles, and remotely for teleworking.
- General equipment used by employees includes:
  - 102 PC's
  - 30 laptops
  - 25 mobile devices
  - 3 point of sale locations
- Network equipment includes:
  - Cisco VoIP system
  - 58 servers
  - Security cameras/pods at:
    - Parks (4 pods)
    - Public Works (2 pods)
    - Airport (1 pod)
    - Events Center (24 individual cameras)
    - Treatment Plants (2 pods)
    - Public Safety/Jail (32 individual cameras)
- 14 copiers leased from Pacific Office Automation
  - Konica Bizhub (12)
  - HP (2)



- Various applications including, but not limited to:
  - Windows 10
  - Microsoft
    - Office 2016 Pro
    - Server 2012 through 2019
    - Exchange 2019
    - SQL Server
  - Caselle ERP
  - Tyler Incode10
  - FTR Suite
  - CMI/Justice
  - LiveScan
  - Stancil
  - ArcReader
  - ArcGIS
  - Accella
  - Comcate

The objective of requesting proposals is for the City to determine a qualified contractor that can offer the highest quality of IT support services at a cost representing the best value to the City. Experience with public agencies is desirable.

## 1.2 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Administrative Services Director will issue the Request for Proposals and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be received by the City of Florence, at the Customer Service counter not later than **5:00 p.m., local time, on November 3, 2021.**

### **Submittal Address and Process and Technical/Scope of Work Questions:**

City of Florence  
 Administrative Services Department  
 Anne Baker, CPFO, MAcc  
 250 Highway 101  
 Florence, OR 97439  
 Email: [anne.baker@ci.florence.or.us](mailto:anne.baker@ci.florence.or.us)

Telephone, facsimile, or electronically transmitted Proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration. **Proposers submitting Proposals are solely responsible for the means and manner of their delivery and are encouraged to confirm delivery with the City Administrative Services Director prior to the deadline.**

### 1.3 RFP SCHEDULE

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

RFP Advertised & Issued	October 1, 2021
Date to Submit Changes or Solicitation Protests	October 15, 2021
Last Date for Addenda	October 23, 2021
Proposal Due Date	November 3, 2021, 5:00 p.m.
Evaluate Proposals	November 3-5, 2021*
Notice of Intent to Award	November 15, 2021*
Protest Period Ends	November 22, 2021*, 5:00 p.m.
Contract Award	December 2021

\*Dates approximate

### 1.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Florence 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 Florence 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 above. The request must specify the provision of the RFP in question, and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Florence no later than the date set in the RFP schedule.

The City of Florence will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. If, in the Administrative Services Director'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 Florence managers, employees, or agents to the prospective Proposers shall not bind the City of Florence.

- a) All addenda, clarification, and interpretations will be posted to the City of Florence's website at <https://www.ci.florence.or.us/rfps>.
- 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.

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

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

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

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 catalogue 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 nonresponsive.

## **1.6 CANCELLATION**

ORS 279B.100 provides for cancellation, rejection, or delay of proposals when the cancellation or rejection is in the best interest of the Contracting Agency as determined by the Contracting Agency. The City of Florence 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 Florence’s best interest. In no event shall the City of Florence be held liable for the cancellation of award.

## **1.7 LATE PROPOSALS**

Proposals must be submitted by the time designated in the RFP Schedule at the City Hall Customer Service counter and marked received by City staff indicating the time and date received. Any Proposals submitted after the designated closing time, or to any other location, will be considered late and determined nonresponsive and will not be opened. Delays due to mail and/or delivery handling, including but not limited to, delays within the City of Florence’s internal distribution systems do not excuse the Proposer’s responsibility for submitting the Proposal to the correct location by the stated deadline.

## **1.8 CONDITIONS OF SUBMITTAL**

By the act of submitting a response to this RFP, 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 official, officer, employee, or person, whose salary is payable in whole or in part by the City of Florence, 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, is 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 document.
- d) The Proposer has demonstrated quality experience providing the require goods and services.
- e) The Proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
- f) The Proposer will comply fully with the scope of services for the agreed contract.
- g) The Proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

## **1.9 PROPOSER REQUESTS FOR INTERPRETATION OF RFP DOCUMENTS**

- a) Proposers shall promptly notify the City of Florence 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 Administrative Services Director at the submittal location listed above.
- c) The City of Florence 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 Florence 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 Florence shall be final and binding upon all parties.

## **1.10 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION**

Requests for information regarding City of Florence services, programs, or personnel, or any other information shall be submitted in writing directly to the Administrative Services Director at the address in the Request for Proposals. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

## **1.11 COMPETITION**

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

## **1.12 SOLICITATION PROTESTS**

A protest of any provision in this RFP must be made in writing and directed to the Administrative Services Director at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Any protest must address the requirement, provision, or feature of this RFP or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law, or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, or telephone protests or requests will be accepted.

## **1.13 COST OF RFP AND ASSOCIATED RESPONSES**

This RFP does not commit the City of Florence to paying any costs incurred by any Proposer in the submission of, 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.

## **1.14 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS**

- a) The City of Florence reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is nonresponsive and consequent rejection of the Proposal.
- b) The City of Florence may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City of Florence 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 Florence 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 Florence, become part of the public records and may be disclosed accordingly.

- d) The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
- e) The City of Florence reserves the right to request revisions of proposals after the submission of proposals and before award.
- f) The City of Florence reserves the right to negotiate revisions to the final contract, as well as price, with the successful Proposer. Revisions may include, but are not limited to, enhanced or reduced services that the City determines in its sole discretion is in its best interests.
- g) To the maximum extent allowed by law, the City may waive proposal or bid irregularities, or strict compliance with any requirement herein if it concludes such action to be in its best interest.

### **1.15 REJECTION OF PROPOSALS**

The City of Florence reserves the right to reject any or all Proposals received as a result of the 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 Florence 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 Florence that it is in the public interest to do so.

### **1.16 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER**

- a) A Proposal may not be modified, withdrawn, or canceled by the Proposer for 90 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 Florence Administrative Services Director, 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 that they are then fully in conformance with these Instructions to Proposers.

- d) The City of Florence reserves the right to request revisions of Proposals after the submission of Proposals and before award for the purpose of obtaining best offers and final offers.

### **1.17 PROPOSAL OWNERSHIP**

- a) All Proposals submitted become and remain the property of the City of Florence 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.
- b) 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 Florence shall make available to any person requesting information through the City of Florence’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.

### **1.18 DURATION OF PROPOSAL**

Proposal prices, terms, and conditions shall be firm for a period of 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 90-day period. Price decreases or changes in terms by others after the acceptance of a Proposal will not be considered.

### **1.19 AFFIRMATIVE ACTION**

By submitting a Proposal, the Proposer agrees to comply with the Fair Labor Standards Act (FLSA); Title VI of the Civil Rights Act of 1964; Executive Order 11246. (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans’ Readjustment Assistance Act of 1974; Americans With Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

### **1.20 DISADVANTAGED, MINORITY, WOMEN & EMERGING SMALL BUSINESSES (DMWESB)**

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

## **1.21 COMPLIANCE WITH STATE OF OREGON**

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

## **1.22 NOTIFICATION OF INTENT TO AWARD**

All Proposers to this RFP will be notified of the Selection Review Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The Notice of Intent to Award an agreement will be directed to the person who has signed the Proposal on behalf of the Proposer.

## **1.23 PROTEST OF NOTICE OF INTENT TO AWARD**

A Proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is all the lower bids or higher-ranked bids are nonresponsive; (3) The City has failed to conduct the evaluation of bids in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protester's bid as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B. The Proposer must deliver the written protest to the Administrative Services Director within seven (7) days after issuance of the Notice of Intent to Award the contract or if no Notice of Intent to Award is issued, within forty-eight hours after award. A Proposer's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410 (2). The City shall not consider a Proposer's contract award protest submitted after the above timeline.

## **1.24 OBLIGATION TO AWARD**

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

## **1.25 AGREEMENT**

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

## **1.26 NOTICE TO PROCEED**

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



## SECTION 2 – GENERAL PROVISIONS

### 2.1 DEFINITIONS (as used in these Contract Documents, except where the context otherwise clearly requires)

CITY means the City of Florence, Oregon.

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

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Request for Proposals, Personal Services Agreement, Scope of Services, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, Cost Proposal, Proposal Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT means the person or firm that has undertaken to perform the work subject of this Contract and by whom or on whose behalf the Contract was signed.

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

OAR means Oregon Administrative Rules

ORS means Oregon Revised Statutes

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

SPECIFICATIONS mean the directions, requirements, explanations, terms, and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the Contract Documents.

STATEMENT OF TIME means a period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting Contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

## **2.2 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR**

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

Anne Baker, CPFO, MAcc  
Administrative Services Director  
Phone: (541) 997-3436; Fax: (541) 997-6814

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

## **2.3 NOTICES, INVOICES, AND PAYMENTS**

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

CITY OF FLORENCE:      250 Hwy 101  
   Florence, OR 97439  
   [anne.baker@ci.florence.or.us](mailto:anne.baker@ci.florence.or.us)

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

## SECTION 3 – SCOPE OF WORK

### 3.1 PROJECT BACKGROUND

The City of Florence (City) is seeking proposals from experienced professional information technology firms with a minimum five (5) years' experience that reside in the State of Oregon to provide desktop and network support for the City's information technology system.

The contract term will be five (5) years with two (2) options to renew of two (2) years each.

### 3.2 SCOPE OF WORK

The following information technology services will be required from the successful Proposer:

#### **End User Support**

- User help desk and ticket resolution monitoring
- End user questions and support
- New user setup
- Desktop software installations
- Monitoring license usage and expiration

#### **Network Monitoring and Support**

- Monitor internet connectivity & troubleshoot issues
- Monitor internet/LAN connectivity & troubleshoot issues
- Network device management including updates

#### **Server Monitoring and Support**

- Maintain server infrastructure in operational state
- Monitor system reports and alerts
- Maintain systems with required updates and patches
- Perform system backups

#### **Network Security Support**

- Provide network audit and recommendations for improvements
- Monitor network threats and security breaches
- Provide feedback on operational security

The qualified vendor will also be required to provide the following support features:

- Conduct an initial assessment
- Set up the system for monitoring and alerting and correct any issues found in the system
- Asset tracking
  - All hardware and software
  - Coordinate warranty for hardware units
- Quarterly management meetings
- Technology strategy planning

- Quarterly health check
- Technology procurement consulting
- Monthly reporting
- Proactive monitoring of the network
- Proactive virus protection
- Quarterly security penetration assessments
- Password administration
- 24/7 help desk support
- Local, remote, and on-site support including holidays and weekends

### **3.3 INDEPENDENT CONTRACTOR (ORS 670.600)**

The Contractor shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Contractor, in performing the services specified in this contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Contractor is not considered an agent or employee of the City of Florence, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Florence provides its employees.

### **3.4 DELIVERY SCHEDULE**

The City expects the Proposer selected for award of contract to start work as soon as a Contract is signed and notice to proceed is issued. Please refer to Attachment A for the City’s standard form of contract.

The City anticipates all work will be **completed by March 31, 2022**. The City may choose a phased approach to assure meeting the priority of the service needs listed in Section 3 – Scope of Work. The City reserves the right to add or delete services based on the availability of project funding.

### **3.5 PROPOSER REQUIREMENTS**

Proposers should demonstrate they have the experience, skills, and understanding to provide information technology services to the extent described herein. Each Proposer shall provide the following in addition to describing their qualifications and commitment to providing the required scope of services: (1) A clear understanding of the services to be provided, demonstrated by the comprehensiveness and appropriateness of the Proposal; and (2) Specific qualifications of the Proposer and specific prior work experience within a governmental environment. Failure to complete any question or request for information, in whole or part, or any deliberate attempt by the Proposer to mislead the City, may disqualify the Proposer.

### **3.6 PROJECT SCHEDULE AND PLAN TIMELINE**

The specific dates for events and the deliverable timelines will be determined after Proposer selection and will be outlined in the Statement of Work. A detailed Project Schedule and an explanation of how the Proposer will meet the project requirements and desired timeline should be determined at the first Work Plan Meeting. The selected Proposer will coordinate with the City to implement the Project Schedule. Any specific duties the City will perform for the Project shall be identified by the Proposer. Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. At all times, the City will do its utmost to provide timely responses regarding all project issues and questions that might arise.

## SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

### 4.1 SUBMITTAL PROCESS

Each Proposer shall provide two (2) total copies of their proposal with one copy marked “Original”. In addition to the hard copy (printed paper) version of Proposal, Proposer shall provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format. The outside of the envelope should reference “Professional Information Technology Services”. Sealed proposals must be received by the City of Florence, at the Customer Service counter located in the foyer of City Hall, not later than the listed due date and time in Section 1.3. A corporate officer who has been authorized to make such a commitment must sign the proposal.

Each proposal must include, at a minimum, the items listed in Section 3, Scope of Work. The proposal must also contain the mandatory submittal content requirements requested below. Proposals not including this information may be considered nonresponsive and will not be evaluated. A completeness check will be conducted for each Proposal.

### 4.2 PROPOSAL FORMAT

Proposals should be printed double-sided and prepared in a simple, economical manner without stiff binders or covers, fastened in the top left-hand corner, with the sections tabbed to match those in the RFP, and with all pages numbered within each section. The Proposal should be prepared succinctly, providing a straight forward, concise description of the Proposer’s ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

### 4.3 PROPOSER REPRESENTATIONS

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

### 4.4 JOINT PROPOSALS

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

#### **4.5 KEY PERSONNEL**

The Proposer shall acknowledge and agree that if selected, the Proposer is entering into this Contract because of the special qualifications of the Proposer's key personnel. In particular, through this Contract, the City, is engaging the expertise, experience, judgment, and personal attention of key personnel. The Proposer shall not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event that a replacement of key personnel is necessary, the replacement must be acceptable to the City Contract Administrator. Proposer will provide City with key personnel who have experience with the Proposer's company and services.

#### **4.6 MANDATORY PROPOSAL SUBMITTAL CONTENT**

##### **1. Transmittal Letter**

- a. Summarize the key points of the Proposal and provide an expression of interest in the project.
- b. Provide a statement affirming the Proposer's ability and willingness to focus on the information technology needs of the City.
- c. Indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the Sample Agreement, Attachment A, and to meet the requirements of this RFP. Any exceptions to the Agreement must be provided within this Letter.
- d. Include the name(s) of the person(s) authorized to represent the Proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the firm. Include email, telephone, and fax numbers.
- e. If Proposer is exempt from providing Workers' Compensation, Proposer should include the information within the Transmittal Letter.

##### **2. Project Approach and Understanding**

- a. Describe the Proposer's proposed approach to a successful IT transition including a description of the project requirements and the methodology to be followed.
- b. Discuss how your firm will facilitate and analyze input from staff.
- c. Provide recommendations of suggested deviations from the Scope of Work listed in Section 3.

##### **3. Qualifications and Experience**

Proposer shall provide the following:

- a. A brief profile of the Proposer's background and qualifications in providing information technology services for local governments, including information on jurisdictions you have provided the services listed in Section 3, Scope of Work.

- b. Background and qualifications of all personnel, including key personnel, who will be assigned to Florence’s project, as well as their work history, pertinent professional qualifications and certifications, and availability for this Project. Include successful information technology transitions of key personnel, if different from the firm.
- c. Sample work products such as screen shots of end user help desk and sample reports available.
- d. Guest login access to, or screen shots of, the web-based interfaces for end-user help desk applications.
- e. A list and description of any lawsuits filed against the firm during the preceding three calendar years.
- f. Total number of years the firm has been in business, the general scope of services the firm provides, the current number of employees, and current principal areas of expertise.
- g. A narrative description of the firm’s organization and its relationship to any larger business entity. Include an organizational chart depicting the information provided.
- h. A description of similar work performed involving the items called out in the Scope of Work and/or referenced in the RFP.
- i. A summary of the firm’s management and organizational capabilities, particularly regarding organizational resources to deliver complex projects on short notice and/or a hard deadline.

4. **Project Schedule and Proposer Availability**

- a. Provide a schedule to accomplish the Work Plan tasks including methods to be used and target dates for completion of each step.
- b. Include any required involvement of City staff necessary to perform the services required in this Request for Proposal.
- c. Provide Proposer’s key personnel’s availability during the duration of the project.

5. **Cost Proposal**

Proposer shall include the following within their Cost Proposal:

- a. Attach, as Exhibit A, a fee schedule that includes fees for all services referenced in Section 3 – Scope of Work. Include any recommendations of suggested deviations from the Scope of Work listed in the Transmittal Letter.

6. **References**

Proposer shall provide a list of references (Exhibit B). This list should include the names and contact information of three clients for whom the Proposer provided information technology services within the past three years.



#### **4.7 ADDITIONAL ATTACHMENTS (REQUIRED)**

- a. Non-Collusion and Conflict of Interest Certification (Exhibit C).
- b. Certification Statement for Corporation or Independent Contractor (Exhibit D).
- c. Proposer Representatives and Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit E).
- d. Certification of Insurance Requirements (Exhibit F).
- 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 Florence. Addenda are posted on the City of Florence’s website

## SECTION 5 – EVALUATION PROCESS & CRITERIA

### 5.1 SELECTION PROCESS

The process to select a Contractor will consist of a solicitation of Proposals from all Proposers interested in providing the required services described in this RFP. Proposers must meet the requirements and demonstrate the necessary experience and professional qualifications to provide the required services in an efficient and cost-effective manner to the City.

Upon completion of the evaluations, the City intends to negotiate a contract with the Proposer(s) whose Proposal best meets the City's expectations for providing the highest quality of services at a cost representing the best value to the City.

### 5.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee may be comprised of a minimum of four (4) or more City staff and community members. The role of the Selection Review Committee is to evaluate the Proposals submitted and make a recommendation of award(s). The City may also seek expert advice to help review Proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews, and lend any such expertise to the process as requested by the City. However, any such person contacted by the City for their expert advice, shall not, from first being contacted, until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the process.

### 5.3 EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the apparent successful Proposer(s). 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 Proposer score. If final scores are within five (5) 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 in accordance with OAR 137-047-0261. Total possible points will be 100.

### 5.4 TRANSMITTAL LETTER

Proposer shall include a Transmittal Letter indicating an expression of interest in providing the services listed in the RFP, the capability to provide the entire scope of services listed herein for Information Technology services, and a willingness to enter into a contract with the City based on the terms and conditions contained in the sample Professional Services Agreement provided as Attachment A. Any exceptions to the City contract must be included in the Transmittal Letter. If Proposer is exempt from Workers' Compensation, Proposer should indicate this within the Transmittal Letter.

## **5.5 PROJECT APPROACH AND UNDERSTANDING**

Proposer must describe their understanding of the work to be performed based upon the City's needs and requirements described in the RFP and working with a government agency. Describe your approach to provide these services and ability to meet the product requirements, product schedule, timelines, and delivery schedule priorities.

## **5.6 QUALIFICATIONS AND EXPERIENCE**

Proposer shall include the length of time the business has been in existence, special services available, and any other special considerations. Key Personnel background and experience must be included and demonstrated experience in Information Technology services to a governmental entity with the same size and needs of the City of Florence.

## **5.7 PROJECT SCHEDULE AND PROPOSER AVAILABILITY**

Proposer must describe their availability to meet the project schedule, timelines, and delivery schedule priorities. Proposer shall furnish a list of the major items of work intended to be subcontracted as part of the proposal, if any.

## **5.8 COST PROPOSAL**

A pricing sheet detailing the costs to each service requested by the City, and other services offered the Proposer deems relevant to this proposal, must be submitted as Exhibit A.

## **5.9 REFERENCES**

The Proposer must provide at least three (3) references from customers for whom the Proposer is currently or has previously provided services defined in this RFP, preferably to government or non-profit agencies, within the last three (3) years, including a description of their experience and qualifications.

References shall be submitted on Exhibit B. References must be available and offer adequate information when contacted by the City for a reference check. Additional references will be contacted by the City at its discretion.

## **5.10 INTERVIEWS (Optional)**

At the City's option, interviews may be conducted with all or a selected few of the Proposers after the Proposals are evaluated. The Selection Review Committee may interview the Proposers and ask additional questions related to the Proposal and the Scope of Work. The City will schedule the time and location of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Florence. Proposers invited to the interview will be responsible for making and paying for their own travel arrangements. If held, a possible 50 points will be attributed to interviews.

### 5.11 EVALUATION CRITERIA SCORE GRID

Transmittal Letter	Not Scored
Project Approach and Understanding	25
Qualifications and Experience	25
Project Schedule and Proposer Availability	25
Cost Proposal	15
References	10
<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>

### 5.12 RANKING 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-most ranked Proposer being the next most appropriate, all in the sole judgement 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 Florence to disclose the results, when completed, to selected viewers at the sole discretion of the City of Florence.

### 5.13 NEGOTIATIONS

The City may commence serial negotiations with the highest ranked, eligible Proposers or commence simultaneous negotiations with all eligible Proposers. The City may negotiate: (1) the statement of work; (2) the contract price as it is affected by negotiating the statement of work; and, (3) any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

### 5.14 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 the qualified Proposers as allowed by ORS 279B.060(6).

## SECTION 6 – CONTRACT REQUIREMENTS

### 6.1 CONTRACT AWARD

The award of a Contract is accomplished by executing a Contract with a written Agreement that incorporates the entire RFP, Attachments, Exhibits, Proposer’s Response, Clarifications, Addenda, and Statement of Work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the Contract and insurance. The Contract shall be substantially in the form of the Sample Professional Service Agreement, Attachment A.

The Proposer(s) must indicate a willingness to negotiate a Contract in a timely, reasonable manner with the City. The City reserves the right to negotiate with the second-ranked Proposer if the contract negotiation attempts are unsuccessful with the apparent successful Proposer(s).

In addition, the Proposer(s) should indicate there is no conflict of interest or collusion on the part of the Proposer’s submission of a Proposal for the services being solicited under this RFP, see Exhibit C, Non-Collusion and Conflict of Interest Certification. If a potential conflict could be perceived to exist, then attach a letter of explanation disclosing the potential conflict or relationship.

**The Proposer(s) hereby agrees to accept the contract terms of the attached Sample Agreement unless exceptions to the contract are submitted by the Proposer(s) with their Proposal Response within the Transmittal Letter. If Proposer(s) does not provide written exceptions with the Letter of Transmittal and Proposer indicates exceptions after Contract evaluations, City reserves the right to reject the Proposal and negotiate a Contract with the next ranked Proposer(s), or find the Proposal Response nonresponsive.**

### 6.2 INSURANCE REQUIREMENTS

The successful Proposer(s) must be covered by Workers’ Compensation Insurance, which will extend to and include work in Oregon. If Proposer(s) is exempt from Workers’ Compensation, Proposer(s) should indicate they are exempt from workers’ compensation within the Transmittal Letter of the Proposal Response.

Proposer(s) must submit documents certifying they can meet City insurance requirements: Commercial General Liability Insurance, Automobile and Collision Insurance, and Professional Liability. An overview of the Insurance Requirements is provided in Exhibit F. Proposers must submit Exhibit F to acknowledge and accept the insurance requirements noted herein.

The Proposer(s) shall demonstrate willingness to contract and the ability to provide a Certificate of Insurance and Additional Insured Endorsement reflecting the Insurance Requirements within ten (10) days of the Notice of Contract Award. If Proposer(s) does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer(s).

# ATTACHMENT A – A SAMPLE CONTRACT

## STANDARD TERMS AND CONDITIONS AGREEMENT TO FURNISH SERVICES FOR INFORMATION TECHNOLOGY SERVICES TO THE CITY OF FLORENCE, OREGON

### **ARTICLE 1: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as CONTRACTOR, agrees to provide **Information Technology Services** for the City of Florence, Oregon, a municipal corporation, hereinafter referred to as CITY for a period of four (4) years with two (2) options to renew for a period of two (2) years each.

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

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

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

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

- A. **Notice to Proceed.** CONTRACTOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from the CITY. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article IV.
- B. **Scope of Service.** CONTRACTOR will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations. CONTRACTOR agrees to perform work as defined in this RFP to the satisfaction of the CITY.
- C. **Level of Competence.** CONTRACTOR is employed to render services to the CITY and shall be responsible, to the level of competence presently maintained by other providers in good standing and engaged in the same type of professional services and other work products furnished under this Agreement.

- D. Lead Contractor. \_\_\_\_\_ shall serve as the lead contact for the Information Technology Services to the City of Florence described under the terms of this Agreement. Any change in the designation of this role must be approved by the CITY.
- E. Documents Produced. CONTRACTOR agrees that all work products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents, and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. State or Federal Requirements. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of the type pursuant to ORS Chapter 279 A, B, and C as though each obligation or condition as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement shall be deemed to be not in compliance with any statute or role of law, such provision shall be deemed modified to ensure compliance with said statute or role of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which require them to provide workers' compensation coverage for all their subject workers.
- H. Record Retention and Review. The CONTRACTOR shall maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject during regular business hours of the CONTRACTOR to inspection, review, or audit by personnel duly authorized by the CITY upon reasonable advance written notice from the CITY to the CONTRACTOR. The CONTRACTOR will retain all records related to this Agreement for seven (7) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONTRACTOR shall be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its subcontractors.
- I. Oregon Identity Theft Protection Act. CONTRACTOR, and its subcontractors are to comply with the Oregon Identity Theft Protection Act (OITPAS), ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY's obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 Form to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.

### **ARTICLE III: RESPONSIBILITY OF CITY**

- A. Authorization to Proceed. CITY shall authorize CONTRACTOR upon execution of the Contract to start work on any of the services listed in Article I.

- B. Access to Records, Facilities, and Property. CITY shall comply with reasonable requests from CONTRACTOR for inspection or access to CITY's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by CONTRACTOR, obtain advice of an attorney, accountant, auditor, and other contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONTRACTOR.

#### **ARTICLE IV: MODIFICATIONS**

CITY or CONTRACTOR shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensations to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be awarded for any work performed.

#### **ARTICLE V: COMPENSATION**

CITY agrees to pay for the services procured in Article I in accordance with the following compensation provisions and as set forth in the Cost Proposal, Exhibit A.

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31<sup>st</sup> 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 the billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

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

#### **ARTICLE VI: INDEMNIFICATION**

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



## **ARTICLE VII: INSURANCE**

Before the Agreement is executed and work begins, the CONTRACTOR shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the project. 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, or cancelled by either party, or reduced in coverage limits without 30 days prior notice given to the CITY.

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

Coverage shall be at least as broad as:

1. **Commercial General Liability Insurance:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability Insurance:** Insurance Services Office (ISO) form CA 0001. providing Business Automobile Coverage on owned, non-owned, and hired vehicles.
3. **Workers' Compensation Insurance:** Insurance as required by Oregon Revised Statutes and including Employer's Liability Insurance.
4. **Professional Liability Insurance:** Insurance on an occurrence or claims made basis with 24-month tail coverage.

### **B. Minimum Limits of Insurance**

#### **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 shall apply separately to this project.

#### **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

#### **4. Professional Liability:**

\$2,000,000 Per Incident or Claim  
\$2,000,000 Annual Aggregate

#### **C. Deductibles and Self-Insurance Program**

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

#### **D. Other Insurance Provisions**

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

1. Additional Insured Clause – The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name City of Florence and its officers, agents, and employees as Additional Insured on any insurance policies required herein with respect to CONTRACTOR’S or any subcontractor’s activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured Endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, agents, or employees.
3. Workers’ Compensation and Employer’s Liability Coverage – The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Florence, its officers, agents, and employees for losses arising from work performed by the CONTRACTOR for the CITY.

### **ARTICLE VIII: ASSIGNMENT**

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

Use of subcontractors by the CONTRACTOR or subsidiary or affiliate Firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONTRACTOR shall remain fully responsible for the work performed, whether such performance is by the CONTRACTOR or subcontractors. No subcontractor shall be used without the CONTRACTOR.

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

## **ARTICLE IX: INTEGRATION**

These Terms and Conditions and the Attachments represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing as specified in Article IV.

## **ARTICLE X: SUSPENSION OF WORK**

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

## **ARTICLE XI: TERMINATION OF WORK**

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

In the event of termination, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed ten percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONTRACTOR shall provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONTRACTOR'S possession at the time of termination or received later.

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

## **ARTICLE XII: FORCE MAJEURE**

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

## **ARTICLE XIII: DISPUTE COSTS**

In the event either party brings action to enforce the terms of the Agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and

expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

**ARTICLE XIV: CONFLICT AND SEVERABILITY**

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

**ARTICLE XV: NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**ARTICLE XVI: 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 Lane County, Oregon.

**CONTRACTOR:**

**CITY OF FLORENCE, OREGON:**

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

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

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

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

CONTRACTOR

Erin Reynolds, CPA  
City Manager

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

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

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

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

\_\_\_\_\_ Corp. Tax No./SSN

## EXHIBIT A – COST PROPOSAL

In accordance with the Request for Proposal issued by the City of Florence, Oregon, the firm referenced below hereby submits the attached Schedule of Fees for Services being requested in the RFP.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal and if selected, agrees to furnish all services in accordance with the RFP and Addenda. In addition, all City of Florence project requirements, including insurance, have been reviewed and are incorporated in this Schedule of Fees.

Firm Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

## EXHIBIT B – REFERENCES

Proposer Name:

Provide at least three (3) references with telephone numbers and email addresses. References must be able to verify the quality of your services in the proposed area of work. Add additional pages if needed.

### REFERENCE 1

_____ Organization Name	_____ Telephone
_____ Contact Person	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	
_____	
_____	
_____	

### REFERENCE 2

_____ Organization Name	_____ Telephone
_____ Contact Person	_____ Email
_____ Mailing Address	_____ Contract Term
_____ Project Description	
_____	
_____	
_____	

**REFERENCE 3**

---

Organization Name

---

Telephone

---

Contact Person

---

Email

---

Mailing Address

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Contract Term

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Project Description

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---

---

**REFERENCE 4**

---

Organization Name

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Telephone

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Contact Person

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Email

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Mailing Address

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Contract Term

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Project Description

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## EXHIBIT C – NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

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

### **Certifications**

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

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

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

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



**Reciprocal Preference Law – Residency** (check box that applies):

Resident Proposer

Non-Resident Proposer

**Signature Block**

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

---

Proposer's Name

---

Telephone Number

---

Mailing Address, City, State, Zip

---

Tax ID/Social Security Number

---

Facsimile Number

---

Email Address

---

Signature

---

Date

## EXHIBIT D – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

*I certify under penalty of perjury that the contractor is a (check one):*

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

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

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

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

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

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

Note: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

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

Contractor

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

## EXHIBIT E – PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

1. Are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any 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 judgement entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract, and;
6. Have, within a five-year period preceding the date of this certification, had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

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

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization not required)

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

Print Name and Title: \_\_\_\_\_

Contact Name for this Procurement: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT F – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or Construction Contractors Board (CCB) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employers Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Proposal Transmittal Letter with qualified reasons for exemption, see ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon-specific Workers' Compensation coverage (ORS 656.126).

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

If checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

Required by City     Not required by City (Needs ASD insurance review and approval).

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

If checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required by City     Not required by City (Needs ASD 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 limit per occurrence shall not be less than \$2,000,000.**

If checked, the limits shall be \$1,000,000 per occurrence.

If checked, the limits shall be \$5,000,000 per occurrence.

Required by City     Not required by City (Needs ASD insurance review and approval).

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

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

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

**Certificate holder should be: City of Florence, 250 Hwy 101, Florence, OR 97439.** Certificates of Insurance can be faxed to the City Administrative Services Department, Attn: Anne Baker, at (541) 997-6814.

Contractor’s Acceptance: \_\_\_\_\_ Completed at City by: Anne Baker