

Request for Proposal  
Public Works Project

## **Sealing of Parking Structure Decks**

Solicitation Number RFP No.2018200071

Due Date and Time:  
**Tuesday, June 5, 2018 2:30 PM**

# **CITY OF EUGENE**



### **Central Services**

Finance Division/Purchasing  
100 West 10<sup>th</sup> Avenue, Suite 400  
Eugene, Oregon 97401  
Telephone: (541) 682-5055  
Fax: (541) 682-6233  
Office Hours: 8 am – 12 pm; 1 – 5 pm  
Closed from 12:00 to 1:00 pm

## I. REQUEST FOR PROPOSALS

CITY OF EUGENE  
REQUEST FOR PROPOSALS  
Solicitation Number RFP No.2018200071

### **Notice to Proposers**

Pursuant to ORS 279B.060 and City of Eugene Administrative Order 44-14-08F, Public Contracting Rule (City Rule) 137-047-0260, sealed proposals for Sealing of Parking Garage Decks for the City of Eugene will be accepted by the Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 until Tuesday, June 5, 2018 2:30 PM. Proposals will be opened immediately thereafter and a record of proposals received will be made. Proposals will not be accepted after the Request for Proposals (RFP) closing time and date. Proposals shall be valid for 90 days after opening unless otherwise specified in the specifications. This Request for Proposals does not commit the City to pay any costs incurred by any proposer in the submission of a proposal.

### **Project Description**

In general, work includes maintenance of various parking deck structures to include reapplying deck coating and joint sealants to the driving/parking surface of multiple parking garages.

### **Solicitation Documents**

Solicitation documents may be examined at the City of Eugene Purchasing Office, 100 West 10<sup>th</sup> Avenue, Suite 400, Eugene, Oregon 97401 or electronically by logging in to the Oregon Procurement Information Network (ORPIN) system at <http://orpin.oregon.gov/open.dll/welcome>

To view City of Eugene solicitations:

- Login to ORPIN
- Select Browse Opportunities
- Select By Organization
- Click Search
- Select City of Eugene (ORCPP)
- Select the solicitation and express interest
- Select the yellow folder next to Attachments Exist and Questions & Answers to view available files.

A paper copy of the Solicitation may be obtained at the City's Purchasing Office at 100 West 10<sup>th</sup> Avenue, Suite 400, Eugene, Oregon 97401. Please call ahead to request a copy.

Proposers must submit a total of 1 original proposal directly to the City's Purchasing Office at 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 before the due date and time specified in the request for proposal.

### **Prevailing Wage Rates**

This solicitation is for a public works project which is subject to ORS 279C.800 to 279C.870. All proposers are required to consult the BOLI publication for Prevailing Wage Rates for Public Works Contracts in Oregon Subject to State PWR Law and all subsequent amendments. The rates in effect shall be as in BOLI publication dated January 1, 2018, with the amendment published April 1, 2018. The documents can be accessed through the following web address: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)

### **Mandatory Pre-Closing Meeting**

There will be a mandatory pre-closing meeting on May 11, 2018 1:00-3:30 PM. Only attendees that are present at the beginning of the mandatory meeting will be eligible to submit a proposal. The meeting will begin at the Overpark Parking Garage.

- **Meet in front of Crumb Together, 980 Oak St. at 1:00 on May 11, 2018.**

Dated: April 25, 2018

Shawn Hubbell  
Purchasing Analyst  
City of Eugene  
(541-682-5050)  
Shawn.M.Hubbell@ci.eugene.or.us

## II. INSTRUCTIONS TO PROPOSERS

### 1.0 STANDARD PROPOSAL FORM

- 1.1. Proposals shall be submitted with the Standard Proposal Form identical to the form provided by the City. The proposer shall make no alterations or additional stipulations on the Standard Proposal Form nor qualify the proposal in any other manner. Alteration of any part of the Standard Proposal Form content may cause the proposal to be considered non-responsive.
- 1.2. All blanks on the Standard Proposal Form shall be filled in electronically, by typewriter or manually, in ink. Mistakes should be crossed out and corrections typed or written in ink and initialed by the party signing the proposal. No erasures are permitted. The omission of any required information or forms may invalidate a proposal.
- 1.3. Complete sets of RFP documents shall be used in preparing proposals.

### 2.0 SUBMISSION

- 2.1 Proposers must submit a total of 1 original proposal directly to the City's Purchasing Office at 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 before the due date and time specified in the request for proposal or any extension thereof made by addendum. Proposals must be in sealed envelopes and marked with the following information:

**RFP Number**  
**RFP Title**  
**Due Day, Date & Time**  
**Company Name**

- The City is not responsible for the premature opening of or the failure to open a proposal not properly identified or addressed.
- 2.2 Proposer is responsible for submitting their proposal prior to the closing date and time. Late proposals will not be accepted. Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.
  - 2.3 Oral, telephonic, telegraphic, or faxed proposals are invalid and will not be considered.
  - 2.4 For purposes of review and in the interest of sustainability, the City encourages the use of submittal materials that contain postconsumer recycled content and are readily recyclable. Do not use materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Print and copy on both sides of a single sheet of paper whenever possible. Color is acceptable, but content should not be lost by black-and-white scanning or copying.
  - 2.5 There will be a **mandatory** pre-closing meeting on Friday, May 11, 2018 from 1:00-3:30 PM. Only attendees that are present at the start of the meeting will be eligible to submit a proposal. Meet in front of Crumb Together, 980 Oak St. at 1:00 PM. Statements made by the City's representatives at the pre-proposal conference are not binding upon the City unless confirmed by written addendum issued under Section II(6.0) of this RFP.

### **3.0 SOLICITATION CLARIFICATION & CHANGE REQUESTS**

Prior to the deadline for submitting a protest, a prospective Proposer may request that the City clarify any provision of the Solicitation Document. The City's clarification to an Proposer, whether orally or in Writing, does not change the Solicitation Document and is not binding on the City unless the City amends the Solicitation Document by Addendum.

Any requests for clarification regarding any provision of the RFP shall be delivered to the City's Purchasing Analyst, in writing, preferably by email, in conformance with City Rule 137-047-0730(6).

Any requests for change of the requirements, specifications or sample contract shall be delivered to the City's Purchasing Analyst, in writing, preferably by email, not later than fourteen (14) days prior to the RFP closing date and time.

A request for change shall be marked "Contract Provision Request for Change" and include the solicitation number and title along with a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change.

Contents of questions, clarifications, modifications, or substitutions shall include the following, as applicable:

- The solicitation number and title
- A reference to the page and item being addressed
- The reason and any proposed alterations

Proposals containing questions, clarifications, modifications, or substitutions included with the response and not submitted according to these instructions may be considered non-responsive.

### **4.0 SOLICITATION PROTESTS**

A prospective Proposer may protest the Procurement process or the Solicitation Document for a Contract solicited under ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective Proposer must file a Written protest with the City and exhaust all administrative remedies. Protests must be submitted in writing to the City's Purchasing Manager no less than ten (10) days prior to solicitation closing. The protest should be delivered in an envelope that is clearly identified as a protest, marked with the protester's name and sufficient information to identify the solicitation being protested. Faxed protests shall not be accepted. The Purchasing Manager shall consider the protest if it is timely filed in accordance with City Rule 137-047-0730 and contains the following information: 1) sufficient information to identify the solicitation that is the subject of the protest; 2) the grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; 3) evidence or supporting documentation that supports the grounds on which the protest is based; and 4) the relief sought; 5) a statement of the desired changes to the Procurement process or the Solicitation Document that the prospective Offeror believes will remedy the conditions upon which the prospective Offeror based its protest. The Purchasing Manager shall issue a decision on the protest no fewer than three (3) business days before the solicitation closing, unless a written determination is made by the Purchasing Manager that the public interest requires a shorter time limit.

## **5.0 PROPOSAL MODIFICATIONS OR WITHDRAWAL**

- 5.1** Proposals may be modified in writing prior to closing in accordance with City Rule 137-047-0440(1). Proposer shall submit any modification to its proposal in accordance with the requirements for submitting a proposal listed in II. INSTRUCTIONS TO PROPOSERS, 2.0 SUBMISSION.

Any modification must include proposer's statement that the modification amends and supersedes the prior proposal. Proposer shall mark the submitted modification as follows:

- a. Proposal Modification; and
- b. Solicitation Number and title

- 5.2** A Proposer may withdraw its Offer by written notice prior to closing in accordance with City Rule 137-047-0440(2).

## **6.0 OR EQUAL**

- 6.1** Whenever a process is designated or a manufacturer's name, brand, or item is designated or described, it shall be understood that the words, "or equal" follow such name, designation, or description, whether in fact they do so or not, unless no substitution is stated in the specifications. Proposers shall submit to the Purchasing Analyst their intent to offer an approved equal no later than fourteen (14) calendar days prior to the proposal closing. Include detailed specifications, cut-sheets, and modifications necessary that would make the proposed item equal to the desired specifications.

Approval of alternate materials and equipment shall rest solely with the City and all proposers shall be notified of such approval by addenda prior to the Request for Proposal closing.

## **7.0 ADDENDA AND INTERPRETATIONS**

- 7.1** Statements by City staff or its representatives are not binding on City, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per City Rule 137-047-0430, and as follows: City will not mail notice of addenda, but will publish any addenda on [ORPIN](#) site. Addenda may be downloaded off [ORPIN](#) site. Proposers should frequently check the [ORPIN](#) site until closing (i.e., at least once weekly until the week of closing, and at least once daily the week of the closing period).

- 7.2** Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued in accordance with City Rule 137-047-0430(3) shall be binding upon the proposer.

## **8.0 NONDISCRIMINATION**

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this RFP and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, sexual orientation, source of income, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or

mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

## **9.0 PREPARATION OF PROPOSALS**

Proposers are expected to examine the specifications, schedules and all instructions. The City is not liable for costs associated with preparation of proposals in response to this RFP.

## **10.0 EMPLOYEES NOT TO BENEFIT**

No employee or elected official of the City shall be permitted to receive any share or part of the contract resulting from this RFP or any benefit that may arise therefrom.

## **11.0 CITY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by City unless otherwise provided for in this RFP.

## **12.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT**

The City grants to any Oregon public governmental agencies authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the Awardee and the City resulting from this RFP.

## **13.0 PERFORMANCE AND PAYMENT BONDS**

In accordance with City Rule 137-049-0460 the successful bidder shall provide, within thirty (30) days after receiving the bid award, a performance bond and payment bond each in a sum equal to the Contract Price or Order Price. The bonds shall be dated concurrent to, or subsequent to, the date of the Contract or Order.

## **14.0 PUBLIC WORKS BOND**

Before starting work on a project, a contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall file with the Construction Contractors Board a Public Works bond in the amount of \$30,000 with a corporate surety authorized to do business in the state of Oregon. Before starting work on a contract for a public works project, the contractor shall provide the City with a written statement certifying contractor and any subcontractor have filed a public works bond as required above.

## **15.0 RESERVED RIGHTS**

The City reserves the right:

- A.** To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.
- B.** To reject for good cause any or all proposals upon the City's written finding that it is in the public interest to do so.
- C.** To reject any and all proposals not meeting or differing from the specifications set forth herein.

- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- H. To extend the deadline for submitting proposals, in according with City Rule 137-047-0430(3).
- I. To negotiate additions or deletions to goods and services requested.
- J. To include liquidated damages of [\$150] per day for each day the service is not completed as set forth in the contract, barring circumstances beyond Contractor's control.

## **16.0 RECYCLABLE PRODUCTS**

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

## **17.0 CONSIDERATION OF PROPOSALS**

- 17.1** Proposals will be opened publicly at the City of Eugene Purchasing Office, 100 West 10<sup>th</sup> Avenue, Suite 400, Eugene, Oregon 97401 at the due date and time indicated in the RFP or any extension thereof made by addendum. Proposers and other interested parties are invited to be present at the opening; however, the identity of the successful proposer will not be determined at the opening time.
- 17.2** The City intends to award a contract to the responsible proposer submitting the most advantageous proposal, based on evaluation factors contained in the proposal, provided the proposal has been submitted in accordance with the requirements of the RFP documents, and does not exceed the funds available.
- 17.3** The City shall provide written notice by email, regular mail or facsimile of the City's intent to award the contract. Award shall not be final until the later of the following:
  - a) Seven (7) calendar days after the date of the Notice of Intent to Award; or
  - b) City provides a written response to all timely filed protest, if any, that denies the protest and affirms the award.

Proposers may protest the intended contract award in accordance with City Rule 137-047-0740.

## **18.0 CONTRACT AWARD**



Submittal of a proposal evidences proposer's intent to execute and be bound by the terms of the attached contract. The City will enter into contract negotiations as permitted by ORS 279B.060(8) and City Rules 137-047-0262 and 137-047-0600 regarding any open terms. During negotiations, the City may require any additional information it deems necessary to clarify Proposer's approach and City's understanding of the requested goods or services. Any changes agreed upon during Contract negotiations will become part of the final Contract. The negotiations will identify a level of work and associated fees and costs that best represent the goods and services required.

## **19.0 PUBLIC RECORDS**

**19.1** This RFP and one (1) copy of each original proposal received in response to it, together with copies of all documents pertaining to the Award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered trade secret under ORS 192.501(2), each sheet of such information must be marked with the following;

“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 192.”

The 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.” ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

**19.2** The above restrictions may not include cost or price information which must be open to public inspection.

## **20.0 PUBLIC WORKS ADDITIONAL INSTRUCTIONS**

**20.1** All requested alternates shall be bid. If no change in the base bid amount is required, enter “No Change.”

**20.2** The City may not receive or consider a bid or proposal for a public works contract unless the bidder is licensed by the Construction Contractors Board. The City will check the Construction Contractors Board (CCB) list of vendors not qualified for Public Improvement contracts to verify that the lowest bidder is eligible for public improvement contracts. The lowest bidder will also be evaluated to determine if it meets standards of responsibility. A responsibility determination form required by the Construction Contractors Board will be completed by the City and submitted to the CCB within 30 days of award of the contract.

**20.3** The price offered must be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished upon request. Packing and transportation expenses are the responsibility of the bidder. All prices bid must be F.O.B. Destination, Freight Prepaid and Allowed, delivered and unloaded at delivery address listed.

**20.4** Include complete standard warranty information and factory specifications on equipment offered. For the warranty, include the length of time, covered

components, repair site (city or contractor site) and availability of parts and service not covered under the warranty. If an extended warranty is available, include the details of the extended warranty.

## **21.0 PUBLIC WORKS REQUIRED SUBMITTALS**

**21.1** Drug Testing Certificate. Bidder is required to submit a completed Drug Testing Certificate with its bid. The bidder must state that it has and will maintain during the performance of the contract, an employee drug testing program.

**21.2** Certificates of Insurance. The successful bidder shall, prior to the execution of the contract, furnish certificates of insurance covering the required insurance specified in the specifications and contract. Certificates of Insurance shall be delivered to the City contact identified in the notices section of the contract.

### III. SUSTAINABILITY & SOCIAL EQUITY

The City is interested in products and services that have a reduced impact on human health and the environment and that more fully support communities and economies when compared to competing products and services serving the same purpose. For more information regarding sustainability in procurement and related City policy and plans, please refer to the City's Sustainable Purchasing website at <http://www.eugene-or.gov/sustainpurch>. The awarded proposer will be expected to support the City's goals by implementing the following strategies where applicable.

#### 1.0 WASTE REDUCTION

Pursuant to City Zero Waste efforts, the City aims to prevent waste where possible. In order to increase efficient use of resources, the awarded proposer shall adhere to the following items as applicable.

- 1.1 Unnecessary packaging for goods, beyond packaging compliance or practical safe shipping methods, shall be reduced. Proposer to ship goods utilizing one or more of the following methods:
  - a. Ship products in reusable, refillable, or returnable containers. For example, reusable trays or totes, which can be stored and returned;
  - b. Minimal packaging material used inside containers. This includes eliminating or reducing the amount of non-recyclable bubble wrap, foam pellets or other like material;
  - c. Eliminate non-essential parts of packaging, such as individual wrapping of components;
  - d. Use packaging made with recycled content, biodegradable, and/or non-toxic materials.
  - e. No point of purchase material or promotional literature.
- 1.2 The awarded proposer is to duplex all paper materials that are prepared for the City under the contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced.
- 1.3 Contractor is expected to prevent, reduce, recycle or otherwise divert waste generated from the provision of services procured by the City. City may request information about diversion tactics utilized and quantities of waste materials diverted.

#### 2.0 IDLING REDUCTION

- 2.1 In the interest of reducing air and noise pollution and promoting energy conservation, all gasoline and diesel powered vehicles and equipment shall be idled only as necessary to perform the required duties, including delivery, and for the essential function(s) of the equipment. A driver of a vehicle must turn off the engine upon stopping at the destination, and must not cause or allow an engine to idle at any location for more than 20 seconds. This idling policy applies except in the following situations:
  - a. The health and safety of employees, sub-contractors or public is compromised in turning off the vehicle.
  - b. The engine is required to power auxiliary equipment (e.g. hoist, lift platforms, hydraulic tools, inverters, compactors, medical equipment, specialized public safety radio communication and computer systems, etc.)

- c. Vehicle/equipment manufacturer requires additional idle time for warm up or cool down for efficient and proper mechanical or functional operation of the unit.

### **3.0 ENVIRONMENTALLY PREFERRED PRODUCTS**

To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requests vendors under City contract use environmentally preferable products in production of City work products.

**3.1** The awarded proposer should use environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this agreement. Environmentally preferable products and services have characteristics that include but are not limited to the following:

- Energy Efficient
- Reusable or upgradeable
- Recyclable
- Contain post-consumer recycled materials
- Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal, and/or
- Are certified by an independent accredited third party program such as EcoLogo or ENERGY STAR.

**3.2** The City desires the use of post-consumer recycled content, chlorine-free paper to encourage environmentally preferable practices for City business wherever practical in the fulfillment of the scope of work.

### **4.0 SOCIAL EQUITY**

**4.1** The City supports the utilization of Minority, Women, Emerging Small Businesses (M/W/ESB), local businesses, Disadvantaged Business Enterprises and Qualified Rehabilitation Facilities (QRF) at both a prime and subcontracting and/or supply chain level. The City encourages the awarded proposer to use the following voluntary practices to promote open competitive opportunities for disadvantaged businesses:

- a. Access lists of certified minority, women, emerging small business or disadvantaged business enterprises from the Certification Office of Business Inclusion and Diversity (COBID) by visiting their website at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp> to find certified businesses from whom to procure products or services.
- b. Visit the Oregon State Qualified Rehabilitation Facilities Program website at <http://dasapp.oregon.gov/qrf/index.aspx> to search for Qualified Rehabilitation Facilities from whom to procure products or services.

<b>IV. ANTICIPATED PROPOSAL SCHEDULE</b>
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The following is the anticipated schedule for submission and review of proposals and award of the desired contract. This schedule is subject to change by the City in its sole discretion. **Any change to the proposal submittal deadline will be done by an addendum to the RFP.**

<b>ACTIVITY</b>	<b>DATE</b>
▪ Request for Proposals issued.....	April 26, 2018
▪ Deadline for requests for changes .....	May 22, 2018
▪ Deadline for protest of the solicitation.....	May 26, 2018
▪ Deadline for issuing addenda to RFP .....	June 1, 2018
▪ <b>RFP CLOSING &amp; Public Opening of Proposals</b> .....	<b>June 5, 2018 2:30 PM</b>
Submit proposals no later than 2:30 pm PST	
▪ Initial review of Proposals .....	June 6-15, 2018
Evaluate written proposals	
▪ Notification of Intent to Award or of Short List Finalists .....	no later than June 20, 2018

The City reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective upon execution by the City.

## V. REQUIREMENTS / SPECIFICATIONS

### 1. PROJECT DESCRIPTION

The City of Eugene requests proposals from qualified vendors to establish a Services Contract for applying coatings/sealants to parking decks at numerous multi-level parking structures. The City has not chosen a waterproofing system and will be evaluating submitted products as part of the evaluation process. The City desires a robust solution that will protect the structure, including the retail locations on the lower level, from water intrusion. The Eugene area gets a considerable amount of rainfall, and an occasional snow storm, therefore a solution that will withstand the change in temperatures and a decent amount of rainfall will be required. Vehicles often utilize studded tires during the winter months, therefore a solution that can withstand abuse is important. The City prefers products that meet USGBC Parksmart Section C Measure 3 or equivalent.

#### **Waterproofing Above Retail Locations**

The structures listed in this solicitation have retail establishments on the ground floor. It is imperative that any deck coating utilized on the 1st level of the structure insure water/chemicals do not intrude into the lower level.

#### **Sealing Joints on Middle Levels**

The parking structures listed on this contract, are constructed using XXXX slab construction with multiple joints located between slabs. These joints will need routed and resealed with a flexible material that can withstand the demands of the structure.

#### **Project Considerations**

The City's parking structures are open 24 hours per day, 7 days a week. The awarded contractor will need to work with the City's Project Manager to establish a work schedule that will minimize disruptions to parking patrons as well as the general public. In order to avoid impacting parking operations, most work will need to occur at night or on weekends, however the City is open to different time proposals. Product and Service warranties are important factors to the City, as well as ease of repair and maintenance.

The project is considered a Public Works project, therefore the awarded contractor will be required to meet all Prevailing Wage requirements stipulated by the City of Eugene and the Bureau of Labor and Industries (BOLI). The rates in effect will be as in BOLI publication dated January 1, 2018 with amendment dated April 1, 2018. The documents can be accessed through the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)

### 2. PARCADE PARKING STRUCTURE

- a. Located on Willamette St. between W. 7<sup>th</sup> Ave and W. 8<sup>th</sup> Ave.
- b. Constructed circa 1975. Recently decks were cleaned.
- c. Three parking levels with approximately 147,000 sf of parking.
- d. The current waterproofing system consists of joint sealants and traffic deck coating. The deck coating is worn and torn in various areas, especially around turning bays and construction joints.

### 3. OVERPARK PARKING STRUCTURE

- a. Located on Oak St. between E. 9<sup>th</sup> Ave and E. 11<sup>th</sup> Ave.

- b. Constructed circa 1969. Recently decks were cleaned.
- c. Five parking levels with approximately 210,000 sf of parking.
- d. The current waterproofing system consists of joint sealants and traffic deck coating. The deck coating is worn and torn in various areas, especially around turning bays and construction joints.

**4. PEARL STREET PARKING STRUCTURE**

- a. Located on Pearl St. on SW corner of E. 10<sup>th</sup> Ave.
- b. Constructed circa 1996. Recently decks were cleaned.
- c. Four parking levels with approximately 93,500 sf of parking.
- d. The current waterproofing system consists of joint sealants and traffic deck coating. The deck coating is worn and torn in various areas, especially around turning bays and construction joints.

## VI. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be submitted in accordance with the submission requirements listed in Section II, Instructions to Proposers. Proposals must contain all of the information requested in the submittal category below. A completeness check will be conducted for each proposal. A complete submittal will make the proposer a 'Responsive Proposer' to be further evaluated for possible inclusion in a Competitive Range as described below.

### **Items to be Submitted**

Signed Standard Proposal Form  
Responses to the Evaluation Questions  
Proposal cost table  
References and Experience Form

### **Evaluation Criteria**

Evaluation of the written response portion to the RFP will be based on a point system. The possible point values are listed by each evaluation category. A committee will review the responses and assign points for each category. These scores will then be averaged among # of evaluators. See SECTION VII. PROPOSAL EVALUATION PROCEDURES for a summary of the evaluation process.

### **The proposals will be scored as follows:**

Answers to Evaluation Questions 1-10	up to 200 points
Proposal Cost Table	up to 75 points
References and Experience Form	up to 25 points

The written responses may be used to establish a Competitive Range of Proposers for further evaluation. Items will be scored up to the maximum point value indicated in parentheses.

### **Evaluation Questions (10)**

Answer the questions in the same order as below. Clearly identify and restate the question within your proposal prior to answering.

1. Describe in detail your firm's recent experience in sealing parking structures. Provide project names, timelines, and project results. What makes your firm a good choice for this project? (25 points)
2. The City is open to different products, methods, and processes. How do you propose sealing the parking structures? Include details of products to be used, surface preparation that will be necessary, and results the City can expect. (40 points)
3. How long is your work guaranteed? How long is the product warrantied for? Attach product spec sheet if applicable. (20 points)
4. Describe the process timeline of the proposed method. How long is it anticipated to take to prepare surfaces? How long to apply product? How long for product to cure? (25 points)



5. What preparation will surfaces need prior to work commencing? Will the existing coatings need to be removed? Will pavement markings need to be repainted after application? (20 points)
6. Explain what plan you would implement to minimize the impact to the businesses below the structures, the parking patrons, and the general public. Detail what type of restrictions will need to be in place and for how long (can structure be partially open?) Include alternate work schedules, etc. that could be used. (30 points)
7. What actions could the City do that would help make the work more efficient and therefore save the Contractor time and the City money? (10 points)
8. The City would like to start work on these projects after July 15, 2018. How soon would your firm be able to start work on these projects? (10 points)
9. The City is interested in products and services that have a reduced impact on human health and the environment and that more fully support communities and economies when compared to competing products and services serving the same purpose. Detail what your firm's efforts towards sustainability are. (10 points)

For more information regarding sustainability in procurement, please refer to the City's Sustainable Purchasing website at <http://www.eugene-or.gov/sustainpurch>.

10. Based on your assessment of the parking decks, what actions can the city complete to enhance longevity of your product given the operational uses of the garages, traffic flow and vehicle studded tires? Banning studded tires is not an option. (10 points)

**Evaluation Questions Total Possible Points: 200**

The agent responsible for the solicitation may contact proposers for clarification of proposals; however no additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions should restate the question and provide the clarification requested.

## Proposal Cost Table

Task	Unit of work	PARCADE	OVERPARK	PEARL
Mobilization	Total per site			
Prepare deck surface	Total per site			
Apply deck coating	Total per site			
Prepare joint surface	Total per site			
Apply joint sealant	Total per site			
Site clean up	Total per site			
<b>Parking Structure Totals</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>
Prepare deck surface	Additional SF			
Apply deck coating	Additional SF			
Prepare joint surface	Additional LF			
Apply joint sealant	Additional LF			
Additional misc. labor rate	Additional/Hr.			

**Proposal cost table total possible points: 75**

## VII. PROPOSAL EVALUATION PROCEDURES

### A. DETERMINING RESPONSIVENESS OF WRITTEN PROPOSALS

Each Proposal submitted in response to this RFP that conforms in all material respects with the requirements set forth in the Solicitation Documents and all requirements of the Oregon Public Contracting Code and City of Eugene Public Contracting Regulations shall be deemed a "Responsive Proposal". The City will notify any Proposers who submitted a Non-Responsive Proposal to inform them that it did not meet the requirements and will therefore not be considered for contract Award.

### B. EVALUATION OF WRITTEN PROPOSALS:

The City will evaluate each Responsive Proposal according to the criteria described in this RFP on a point system.

Evaluation of all written Proposals may result in the establishment of a Competitive Range from which the final selection will be made. As provided for in 137-047-0261, the City may award to the highest ranked Proposer at any tier.

### C. COMPETITIVE RANGE, DISCUSSIONS, & NEGOTIATIONS:

Pursuant to 137-047-0262, the City may establish a Competitive Range after evaluating all Responsive Proposals in accordance with the evaluation criteria set forth in the RFP. After evaluation of all Proposals in accordance with the criteria set forth in the RFP, the City may determine and rank the Proposers in the Competitive Range.

After determination of the Competitive Range the City may either: Provide written notice to all Proposers of its intent to award the Contract to the highest-ranked Proposer in the Competitive Range; or engage in discussions with Proposers in the Competitive Range and accept revised Proposals from them and following such discussions and receipt and evaluation of revised Proposals, conduct negotiations with the Proposers in the Competitive Range.

**Notice of Competitive Range.** The City shall provide written notice to all Proposers identifying Proposers in the Competitive Range. The City provides an opportunity for Proposers excluded from the Competitive Range to protest the City's evaluation and determination of the Competitive Range in accordance with Rule 137-047-0720.

**Competitive Range Discussions and Revised Proposals.** The City may choose to enter into discussions with Proposers in the Competitive Range as outlined in 137-047-0262(2).

### D. SELECTION PROCESS AND NOTICE OF INTENT TO AWARD:

Notice of the intent to award will only be given to the Competitive Range Proposers. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

Proposers in the Competitive Range may protest the City's intent to award in accordance with Rule 137-047-0740.

**VIII. FORMS TO SUBMIT WITH PROPOSAL**

**STANDARD PROPOSAL FORM**  
CITY OF EUGENE  
Solicitation Number RFP No. 2018200071

I, the undersigned, and authorized representative of \_\_\_\_\_  
(Company Name)  
certify the following:

Acknowledgement of terms, conditions and specifications

1. The proposer represents that proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required.
2. The proposer has carefully checked the figures entered in the Form, has carefully reviewed for accuracy all statements in this proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the proposer in preparing this proposal. The proposer agrees that this proposal may not be revoked or withdrawn for ninety (90) days after the date on which proposals are received.
3. Contract Execution; Performance Bond. The proposer agrees that if this proposal is accepted it will, within ten (10) calendar days after having received the Notice of Award, execute and return to the City the Contract in the form included in the Contract Documents and will, at or before that time, deliver the Performance Bond and insurance documentation as required.
4. Addenda. The proposer acknowledges that it has received the following Addenda No(s): \_\_\_\_\_ and agrees that all addenda issued are a part of the Contract Documents and have been considered in preparing this proposal. (Proposer: insert the number of each addendum received; if no addenda were received, write "NONE" in the space.)

Compliance with Laws

Proposer hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit A.

Access to Plant or Place of Business

Proposer agrees that the City may enter a contractor's or subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the City pursuant to the terms of the Contract, and investigate the proposer's minority business certification or other proposer qualifications.

Cooperative Purchasing

The proposer \_\_\_\_\_ agrees \_\_\_\_\_disagrees to extend the terms, conditions and prices of the original City of Eugene contract to any other governmental agency. Pursuant to ORS 279A.215, other governmental agencies may establish contracts or price agreements under the terms, conditions and prices of the original contract. Agency/agencies shall have the power and authority to contract directly with the successful vendor(s).

Certification of Nondiscrimination

Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

Noncollusion

The proposer certifies that the proposal has been arrived at by the proposer, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, proposer, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent offers or competition. The contents of the proposal herein presented and made have not been communicated by the proposer or their employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the solicitation, and will not be communicated to any such person prior the closing time of the solicitation.

We therefore offer the following equipment/service at the prices indicated hereon in fulfillment of the requirements and specifications contained within the solicitation documents and all addenda.

Requirement	Initials
<b>Signed Standard Proposal Form</b>	
<b>Proposal Evaluation Questions</b>	
<b>Proposal Cost Table</b>	
<b>References / Experience Form</b>	
<b>Product Specs and Warranty info</b>	
<b>First Tier Subcontractors Form</b>	

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

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

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

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

Name  
(Print): \_\_\_\_\_

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

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

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

\_\_\_\_\_

CCB #: \_\_\_\_\_

Company contact for this project (if different from above):

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

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

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

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

**RFP 2018200071**  
**Parking Structure Deck Sealing**

List related projects that were completed within the last three years. Include names and contact information of project managers involved. (25 points)

**PROPOSER'S NAME:** \_\_\_\_\_

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Email: _____
Project Name and Location: _____	Year of Project: _____
Description of work performed: _____	
_____	

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Email: _____
Project Name and Location: _____	Year of Project: _____
Description of work performed: _____	
_____	

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Email: _____
Project Name and Location: _____	Year of Project: _____
Description of work performed: _____	
_____	

**Certificate of Bidder/Contractor  
Employee Drug Testing Program  
ORS 279C.505(2)**

BIDDER'S NAME: \_\_\_\_\_

ORS 279C.505(2) provides that every public improvement contract contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. The City's award of the contract (the "Contract") for which this certificate is required is conditioned, in part, upon the bidder's demonstration of compliance with the provisions of ORS 279C.505(2). If the bidder named above (the "Bidder") is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under the Contract.

To induce the City of Eugene to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the Bidder:

- 1) That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that, at a minimum:
  - a) Requires pre-employment drug testing;
  - b) Requires drug testing of an employee when the Bidder has reasonable cause to believe the employee is under the influence of drugs;
  - c) Requires compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations.
- 2) A copy of the Bidder's current written employee drug testing policy will be available for inspection by the City at any time upon the City's request.
- 3) The Bidder/Contractor understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for debarment under ORS 279C.130.

The City of Eugene shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are Bidder/Contractor's sole responsibilities.

In witness whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

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

**IX. SAMPLE CONTRACT**

**TRADE SERVICES CONTRACT**

**Sealing of Parking Garage Decks**

**BETWEEN:** The City of Eugene, an Oregon Municipal Corporation (City)

**AND:** \_\_\_\_\_ (Contractor)

**CONTRACT NO.:** \_\_\_\_\_

**TAX ID NUMBER:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**RECITALS**

- A. Contractor is engaged in the business of applying coatings and sealants to parking structure surfaces and has obtained and currently holds all licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to engage in such business.
- B. City wishes to engage a Contractor to perform certain Services described in attached **Exhibit B**.
- C. Contractor has represented that it is qualified to perform the Services required hereunder and desires to enter into an Agreement with City on the terms set forth below.
- D. The Contract described herein was awarded under the exemption or procedure authorized by City of Eugene Administrative Order 44-14-08F, Public Contracting Rules 2014, Rule 137-047-0260, RFP #2018200071.

**AGREEMENT**

**1. Incorporation of Exhibits; Definitions; Contractor’s Representations and Warranties.**

**1.1 Exhibits.** The Contract between the parties (the “Contract”) includes and incorporates into this document (this “Agreement”) all of the following:

**1.1.1 Exhibit A.** **Exhibit A** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified.

**1.1.2 Other Exhibits.** This Contract also includes and incorporates the following exhibits. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

**Exhibit B** Scope of Services; Schedule  
**Exhibit C** Compensation Schedule



1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.

1.2.1 **“Agreement”** means this document, entitled Personal Services Contract and ending with the signatures of all parties.

1.2.2 **“Contract”** means the written statement of the parties’ mutual and respective agreements, promises, undertaking and rights as set forth in this Agreement and all incorporated exhibits.

1.2.3 **“Services”** means all of the products and Services to be provided by Contractor under the Contract, as described in **Exhibit B**.

1.3 **Contractor’s Representations and Warranties.** Contractor makes the following representations and warranties to City:

1.3.1 Contractor and Contractor’s personnel are and will at all times hereunder hold all licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to perform the Services.

1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

## 2. **Services.**

2.1 **Term.** Contractor shall begin to provide the Services on [REDACTED] or, if later, as soon as this Agreement has been executed by all parties (the "Commencement Date"). The term of the Contract shall be for 1 year, unless earlier terminated in accordance with paragraph 14 (the "Term"). Contract may be renewed for additional terms upon mutual written agreement of the Parties.

2.2 **Security.** If the Services will be performed on City property, Contractor will comply with all of City’s security policies and procedures.

3. **Compensation.** Subject to City’s right of offset for breach, Contractor will bill City for the Services by submitting monthly invoices that conform to the requirements of **Exhibit C**. Payment shall be made not later than 30 days after City’s receipt of an invoice from Contractor summarizing the Services performed. If the Contract commences or terminates on a date which is not the first or last day of a month, the maximum fee for that month shall be prorated, based on the number of days in the month. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.

4. **City’s Obligations.** City shall provide the materials, equipment, supplies or other items described below, if any, for use in Contractor’s performance of the Services: **NONE**

5. **Performance of Services.** Contractor shall perform the Services with a high degree of professionalism consistent with industry standards, and shall at all times during the term of the Contract strictly comply with the following requirements:
- 5.1 **Supervision.** Contractor shall appoint, subject to City's approval, a full-time qualified supervisor of Contractor's performance who shall have full authority to act for and on behalf of Contractor. The supervisor shall be available during regular business hours. At all times during the supervisor's absence, a designated subordinate shall be in charge and available at the location of performance of the Services.
- 5.2 **Personnel.** Contractor acknowledges the high degree of importance City places on the behavior, appearance and service performed by Contractor and its personnel. Contractor's personnel shall at all times be neat, clean and courteous, and Contractor shall not permit its employees or agents to conduct themselves in a loud, noisy, boisterous, offensive or objectionable manner. Upon objection from City concerning the conduct, demeanor or appearance of any of Contractor's employees or agents, Contractor shall forthwith take all steps necessary to remove the cause of the objection. Upon the employee's or agent's failure to immediately and properly correct his or her conduct, Contractor shall promptly cause his or her job assignment to be terminated.
- 5.3 **Hours of Performance; Staffing.** Contractor shall provide the Services according to the schedule on the attached **Exhibit B** and provide sufficient personnel to perform the Services in the manner required by the Contract.
6. **Contractor's Obligations.** In addition to performance of the Services, Contractor shall, at its own expense, repair or have repaired all damages to City-owned property, real or personal, resulting from the negligence, abuse, misuse or willful misconduct of Contractor or its employees or agents. If City-owned equipment is, in City's opinion, damaged beyond repair, Contractor shall replace such equipment at its own expense with equipment of a quality equal to or better than the damaged equipment.
7. **Indemnification.** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of the acts, errors or omissions, whether alleged or actual, of Contractor, its subcontractors, agents and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor's employees, agents, and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
8. **Insurance.** Contractor shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this Section shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

Unless otherwise specified, each policy shall be written on an “occurrence” form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

**8.1 Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this Contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

**8.2 Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.

**8.3 Automobile Liability.** Contractor shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

**9. Relationship of Parties.** Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor's relationship to City is that of an independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the Services, and is customarily engaged in the independent performance of the same or similar Services for others. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.

**10. Performance and Payment Bonds.** Prior to the commencement of the Work, Contractor shall provide good and sufficient performance and payment bonds approved by City, each in an amount equal to the Contract Sum, for the faithful performance of the Work in all respects and indemnifying City for any claims or liens for labor, work, equipment or material provided by others in the performance of the Work.

**11. Subcontracting; Assignment.** Contractor shall not subcontract or assign its work under or its interest in the Contract, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor or assignee to agree, as to the portion subcontracted or assigned, to comply with all obligations of

Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor or an assignee, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor or assignee. Contractor shall indemnify, defend and hold City harmless from all claims of its subcontractors and assignees.

**12. Environmental Matters.** Contractor shall comply with and require its subcontractors to comply with all applicable Federal, State and local statutes, ordinances, orders, rules and regulations relating to the protection of human health and environment, including, but not limited to, the use, storage, release, spill, disposal or other handling of petroleum products and other hazardous substances

**13. Default.** Contractor shall be in default under the Contract upon the occurrence of any of the following ("events of default"):

**13.1** Contractor's failure to maintain liability insurance required under this Agreement;

**13.2** Contractor's failure to perform or observe any other agreement or covenant contained in the Contract if such failure continues for a period of two days after City has notified Contractor in writing, specifying the nature of Contractor's failure of performance;

**13.3** The bankruptcy or insolvency of Contractor, a transfer in fraud of creditors, an assignment for the benefit of creditors or an execution issued against any property of Contractor used in connection with or which is the subject of the Contract, or the appointment of a receiver or trustee for all or substantially all of Contractor's assets; or

**13.4** Contractor's failure to maintain any license, permit, certification, bond or other authorization required by federal, state or local laws or regulations for performance of the Services or any portion thereof.

**14. Liquidated Damages.** In the event the Work is not completed by the Completion Date as specified, Contractor will pay to City liquidated damages of \$150 per day until the work is complete. The parties believe that due to the costs of bringing an action and the difficulty of establishing the exact amount of damages City will incur, it would be inconvenient and infeasible for City to bring an action for the actual damages it will incur because of Contractor's failure to complete the Work by the Completion Date. In order to compensate City for the damages City will suffer because of a delay, the parties have estimated the amount City would be damaged for every day completion is delayed. The parties believe that the sum set as liquidated damages is reasonably related to City's anticipated damages per day after the Completion Date that the Work is not completed. Contractor will not contest such sum as being other than a true measure of damages in the event those damages become payable under these provisions.

**15. Termination.** Notwithstanding any other provision hereof to the contrary, the Contract may be terminated as follows:

**15.1** By mutual written agreement of the parties at any time;

**15.2** By written notice from City to Contractor upon the occurrence of an event of default; or

**15.3** By written notice from City to Contractor at any time during the Term and for any reason, upon not less than 30 days' notice in advance of the termination date.

The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.

Notice under paragraph 13.2 may be given at the same time as the notice under paragraph 12.2, with termination contingent upon Contractor's failure to perform within the time specified in paragraph 12.2. Except as provided in paragraph 14 below, in the event of a termination, City shall pay Contractor for the Services performed to the date of termination. Any claim for relief City may have as a result of a default by Contractor shall survive termination of the Contract.

- 16. Obligations on Termination.** Upon termination of the Contract for any reason, Contractor shall promptly and peaceably remove itself, its officers and employees from the location in which the Services have been performed. Contractor shall leave City's property and equipment in good condition and repair and in good working order, reasonable wear and tear excepted. If Contractor fails to remove its property, City may, at Contractor's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by Contractor within 10 days after the termination date, City may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by Contractor to City, with any balance remaining to be paid to Contractor. If the expenses of removal, storage and sale exceed the proceeds of sale, Contractor shall promptly pay such excess to City upon demand.
- 17. City's Right to Act.** In the event Contractor fails to perform any obligation under the Contract, City shall have the right but not the obligation to take the action that Contractor failed to take, after giving at least 10 days' notice to Contractor in advance of taking such action, except in the event of an emergency, as determined by City, in which case no advance notice shall be required. In the event City takes such action, Contractor shall promptly pay to City, upon demand, the sum or sums expended or incurred by City and the value of the service performed by City. Any action taken by City under these provisions shall not constitute a waiver by City of Contractor's default.
- 18. Subordination to Federal and State Agreements.** The Contract shall be subject and subordinate to any existing or future federal or state statute or any existing or future Agreement between City and the United States or the State of Oregon relative to the development, operation or maintenance of properties of the Urban Renewal Agency of the City of Eugene, the execution of which Agreement has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, operation or maintenance of City or Urban Renewal Agency property.
- 19. Severability.** In the event that any covenant, condition or provision of the Contract is found to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision of the Contract.
- 20. Non-Waiver.** Waiver by either party of strict performance of any provision of the Contract shall not be a waiver of, nor prejudice the party's right to require, strict performance of the same provision or any other provision of the Contract in the future.
- 21. Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic or electronic transmission (fax or email) are set forth below, notices may be delivered by fax or email. Notices sent by certified mail will be deemed delivered

three business days after placement in the mail and notices sent by fax or email will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

email

City:

[REDACTED]  
Department/Division  
[REDACTED]  
Eugene, Oregon 9740  
[REDACTED]  
email

Each party shall notify the other of any change in the name, address or fax or email instructions to be used for delivery of notices.

**22. Dispute Resolution.**

**20.1 Continued Performance.** Unless the Contract is terminated, neither party shall suspend performance of its obligations hereunder pending the resolution of a dispute.

**20.2 Negotiation/Mediation.** The parties shall use all reasonable attempts to resolve disputes informally through conferral and negotiation. In the event such efforts are unsuccessful, the parties may mutually agree to voluntary mediation. The parties shall share equally in all common costs of mediation.

**20.3 Forum.** Any litigation between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

**23. Integration; Amendments.** The Contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

**24. No Third Party Beneficiaries.** There are no third-party beneficiaries of the Contract. The parties agree and intend that the Contract shall be enforceable only by the parties and their duly authorized representatives.

**25. Survival.** Any duty, liability or obligation of a party which arises under the Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of the Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

**26. Contractor Certifications.** Pursuant to ORS 305.385, Contractor hereby certifies that it is not in violation of any tax laws as defined in ORS 305.380. If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor hereby further certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement and the Contract to City of behalf of, and as the act of Contractor.

**CITY OF EUGENE**

**CONTRACTOR**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

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

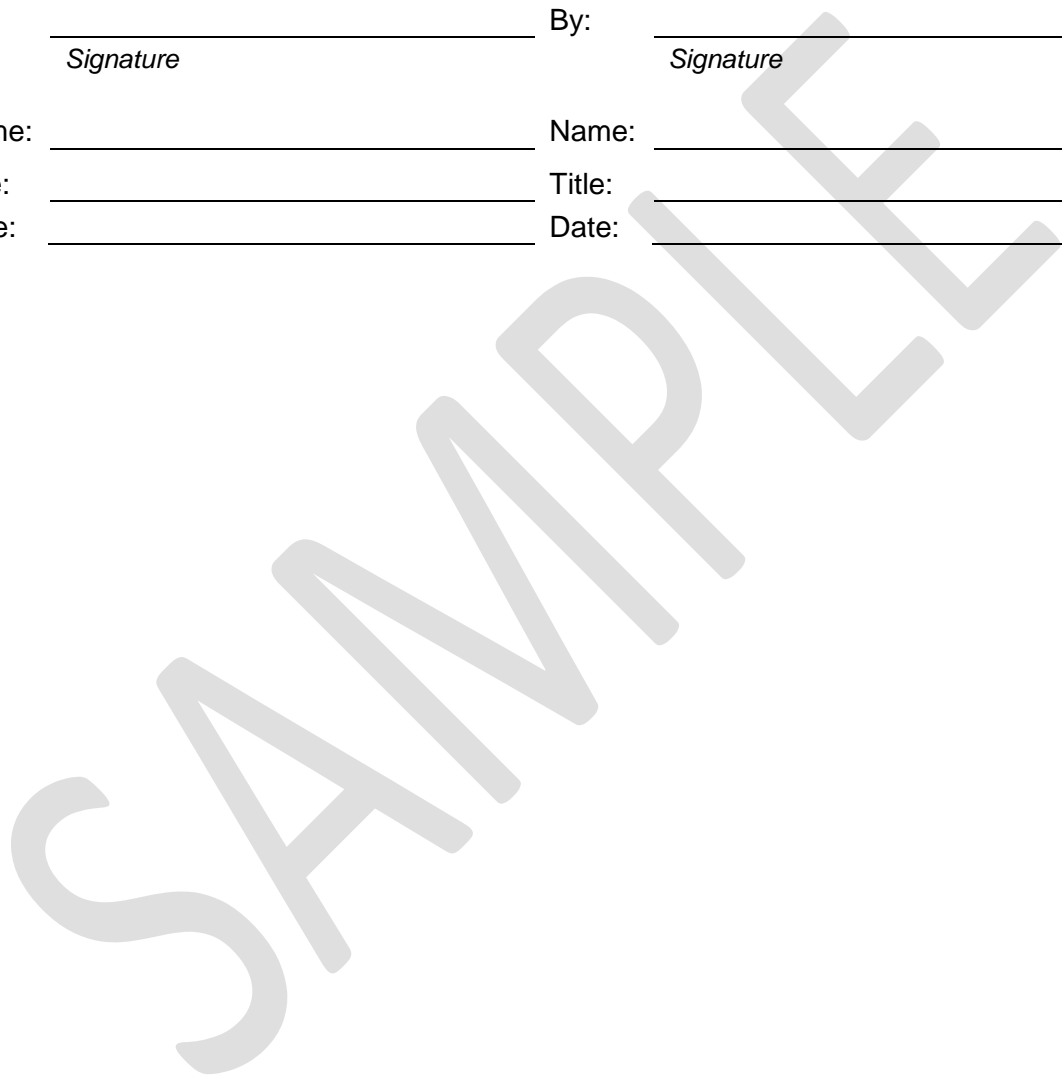
Name: \_\_\_\_\_

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

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

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

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



## EXHIBIT A

### CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279B Goods and Services including Personal Services OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the Eugene Public Contracting Rules, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. The Contractor AND EVERY SUBCONTRACTOR shall include these provisions in every subcontract SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

#### 1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625 and Eugene Public Contracting Rule 137-046-0500(2))

- 1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and as follows:
- (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
  - (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
  - (c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 Reporting. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with subsection 1.1 above.
- 1.3 Violations. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.
- 1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.
- 1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.
- 1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

#### 2. ORS 279A.120 Nonresident Contractors.

- 2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.
- 2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall



satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

**3. ORS 279B.220 and Eugene Rule 137-046-0500(5) Conditions concerning payment, contributions, liens, withholding.**  
The Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**4. ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**5. ORS 279B.230 and Eugene Rule 137-046-0500(6) Condition concerning payment for medical care and providing workers' compensation.**

5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**6. ORS 279B.235 and Eugene Rule 137-046-0500(7) Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

6.1 Personal Services Contracts. In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 et seq. from receiving overtime.

6.2 Contracts for Services. In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

**7. ORS 279B.240 Exclusion of recycled oils prohibited. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.**

**8. ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**

8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

**9. Eugene Rule 137-046-0500(1) Right to Audit Records.**

9.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.

9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

**10. Eugene Rule 137-046-0500(3) Right to Inspect Plant.**

- 10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.
- 10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.
- 10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.
- 10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.
- 10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.
- 10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

**11. Eugene Rule 137-046-0500(4) Termination in the Public Interest.**

- 11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:
  - (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
  - (b) Necessary materials are not available;
  - (c) A lack of funds;
  - (d) A phenomenon of nature of catastrophic proportions or intensity;
  - (e) Executive orders of the President related to national defense;
  - (f) Congressional or state acts related to funding or changes in applicable laws; or
  - (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.
- 11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.
- 11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

**12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction**

- 12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.
- 12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

**13. ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675) Compliance with Tax Laws.** Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

**Exhibit B**  
**Scope of Services**

Describe Services, locations, schedule, sustainability requirements, etc.

## **Exhibit C Compensation Schedule**

Detail compensation, not-to-exceed amount, hourly wages, invoicing frequency, travel reimbursement, escalation clauses, etc as applicable.

### **Invoices**

Contractor to send invoices by mail or email to the following:

City of Eugene

PO Box 11110

Eugene, OR 97440

[AP@ci.eugene.or.us](mailto:AP@ci.eugene.or.us)

Contractor should include the following routing