



Council Business Meeting

March 15, 2023

Agenda Item	Safety Training Contract for Public Works Department	
From	Michael Morrison	Operations Deputy Director
Contact	michael.morrison@ashland.or.us 541-552-2325	
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Approval <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

SUMMARY

Approval is being requested for a contract award exceeding \$75,000.00. A formal competitive sealed proposal (Request for Proposal) is the required sourcing method for an acquisition of this type (Personal Services) greater than \$75,000.00. The City's intent is to award a five (5) year contract to the highest ranked proposer, G2 Consultants, to provide onsite safety training for the Public Works Department.

POLICIES, PLANS & GOALS SUPPORTED

Maintain OSHA compliance, a safe and healthy workforce, and a reliable Public Works department.

BACKGROUND AND ADDITIONAL INFORMATION

A formal RFP (Request for Proposal) was facilitated, and the City received three (3) proposals in response to the RFP. The proposals were evaluated in accordance with the evaluation process and criteria outlined in the RFP and the City's intent is to award a public contract to the highest ranked proposer.

In accordance with AMC 2.50.070(2), this contract exceeds delegated authority and thus requires Council approval.

In accordance with AMC 2.50.090 and AMC 2.50.120(A), a formal Competitive Sealed Proposal (Request for Proposal) is required to acquire personal services exceeding \$75,000.00.

Please refer to the attached solicitation - Request for Proposals - for the scope of services.

FISCAL IMPACTS

The Public Works Department budgets for onsite safety training each fiscal year. The proposed costs for a five (5) year agreement are as follows:

5-YEAR CONTRACT		Firm Cost Per Month (All Inclusive)	Annual Cost
Year 1	March 2023 – February 2024	\$3,090.00 (\$4,070.00*)	\$37,080.00
Year 2	March 2024 – February 2025	\$3,090.00 (\$4,190.00*)	\$37,080.00
Year 3	March 2025 – February 2026	\$2,910.00	\$34,920.00
Year 4	March 2026 – February 2027	\$3,000.00	\$36,000.00
Year 5	March 2027 – February 2028	\$3,090.00	\$37,080.00
TOTAL COST (5-Years)			\$182,160.00





Council Business Meeting

*City asked proposer if the cost for year 1 and year 2 could be more in line with the monthly costs for years 3-5. The proposer anticipated there would be a need for more preparation during the first two years of the contract to build custom training modules and presentations tailored to the needs of the City; however, the proposer offered to drop the cost per month for the first two years to match year five (\$3,090.00) for a savings of \$24,960.00 for the five (5) year agreement.

DISCUSSION QUESTIONS

The Public Works Department must provide safety training to remain OSHA compliant. Safety instructors need to have proper certifications to meet OSHA requirements. Outsourcing this training saves the department money compared to what it would cost to have City staff provide the trainings.

SUGGESTED NEXT STEPS

Staff recommends the public contract for onsite Safety Training for the Public Works Department be awarded to G2 Consultants.

REFERENCES & ATTACHMENTS

Request for Proposals for Safety Training for Public Works Department
Evaluation Summary



**CITY OF
ASHLAND**

Request for Proposals

SAFETY TRAINING

PUBLIC WORKS DEPARTMENT

Date of Release: December 16, 2022

Proposals are due by: 2:00:00 PM (PST), Thursday, January 26, 2023

Contracting Agency:	City of Ashland
Sole Point of Contact:	Kari Olson
Title:	Purchasing Specialist
Address:	City of Ashland 90 N. Mountain Avenue Ashland, OR 97520
Telephone:	(541) 488-5354
Fax:	(541) 488-5320
Email:	kari.olson@ashland.or.us

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EXHIBIT A – PROPOSAL SUBMISSION FORM

EXHIBIT B – CERTIFICATE OF COMPLIANCE

EXHIBIT C – AFFIDAVIT OF TRADE SECRET

EXHIBIT D – GOODS AND SERVICES AGREEMENT

PUBLIC NOTICE:



**Request for Proposals
SAFETY TRAINING**

(Public Works Department)

Proposals are due by 2:00:00 PM (PST), Thursday, January 26, 2023

The City of Ashland is requesting written proposals from firms or individuals that are interested in providing Safety Training classes and job observations for the City's Public Works Department.

Currently, the City of Ashland has a safety consultant that performs various onsite OSHA required safety training classes for the Public Works Department. One day per month, the safety consultant conducts an onsite safety training class with the public works crews and performs two onsite job observations. The job observations and/or crew audits are being requested to provide an outside opinion on the City's safe work practices.

The City will also consider proposals for individual safety training classes conducted onsite or via zoom in classroom and/or safety training videos employees can access online and watch individually on their own.

The City intends to enter into a contract with the highest ranked proposer(s) for a maximum term of five (5) years.

In accordance with OAR 137-047-0600(4)(d)(A), a multiple award may be made if award to two or more proposers of similar goods and services is necessary for adequate availability, delivery, service or product compatibility.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

The REQUEST FOR PROPOSALS is available online at www.ashland.or.us Log on to the City's website, scroll down the home page to **Online City Services** and click on "**Proposals, Bids and Notifications**". Locate the public notice and click on "**REQUEST BID PACKET**" (beneath the public notice). Log into the system and download the solicitation documents. You will need to log into the system each time you would like to download the solicitation documents and any subsequently issued addenda.

In accordance with AMC Section 2.50.080, Competitive sealed proposals may be available online, but applicants will NOT be able to submit their proposals and/or responses online. Proposals must be delivered in hard copy form to the City in accordance with the requirements outlined in the RFP. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.

Contract terms, conditions and specifications may be reviewed in the City of Ashland, Purchasing Office, located at 90 N. Mountain, Ashland, Oregon.

Deadline for submitting questions is 5:00:00 PM (PST), Wednesday, January 11, 2023.

Sealed proposals must be received by **2:00:00 PM (PST), Thursday, January 26, 2023**, by Kari Olson, Purchasing Specialist in the City of Ashland, Purchasing Office located at 90 N. Mountain Avenue, Ashland OR 97520. The proposals will be opened at **2:00:00 PM (PST), Thursday, January 26, 2023**, and the City will record and make available the identities of the proposers. Proposals will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

Kari Olson
Purchasing Specialist
City of Ashland, Oregon
Kari.olson@ashland.or.us
Tel: 541-488-5354

Published: December 16, 2022



CITY OF
ASHLAND

Request for Proposals
SAFETY TRAINING
(Public Works Department)
December 16, 2022

ORS 279B.060(2)(c) PURPOSE OF REQUEST FOR PROPOSALS

The City of Ashland is requesting written proposals from firms or individuals that are interested in providing **Safety Training** classes and job observations for the City's Public Works Department.

Currently, the City of Ashland has a safety consultant that performs various onsite OSHA required safety training classes for the City's Public Works Department. One day per month, the safety consultant conducts an onsite safety training class with the Public Works crews and performs two onsite job observations. The job observations and/or crew audits are being requested to provide an outside opinion on the City's safe work practices.

The City will also consider proposals for individual safety training classes conducted onsite or via zoom in classroom and/or safety training videos employees can access online and watch individually on their own.

The City intends to enter into a contract with the highest ranked proposer(s) for a maximum term of **five (5) years**.

In accordance with OAR 137-047-0600(4)(d)(A), a multiple award may be made if award to two or more proposers of similar goods and services is necessary for adequate availability, delivery, service or product compatibility.

This Request for Proposal (RFP) is intended to provide prospective proposers with sufficient information to prepare and submit a proposal for consideration by the City.

ORS 279B.060(2)(b) SOLE POINT OF CONTACT

Information, correspondence and questions pertaining to this Request for Proposals (RFP) shall **ONLY** be directed to:

Name:	Kari Olson
Title:	Purchasing Specialist
Address:	City of Ashland 90 N. Mountain Avenue, Ashland, OR 97520
Telephone:	541-488-5354
Fax:	541-488-5320
Email:	Kari.olson@ashland.or.us

This person is the sole point of contact during the entire RFP process including clarification and/or protest of specifications, method of bidding, the evaluation and award process, and/or other questions that may arise. The RFP documents may be reviewed upon request by contacting the designated sole point of contact listed above.

OAR 137-047-0260(2)(a)(C) OPENING DUE DATE AND TIME

Proposals must be received prior to the scheduled opening. The **opening** is scheduled for the following due date and time:

Proposals are due by: 2:00:00 PM (PST), Thursday, January 26, 2023

The proposal must be addressed to the designated sole point of contact and received prior to the due date and time. Proposals received after CLOSING are considered LATE and will NOT be accepted for evaluation. Late proposals will **not** be considered.

OAR 137-047-0260(2)(c)(A) SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Request for Proposals Released	December 16, 2022
1 st Public Notice	December 16, 2022
Deadline for Submitting Questions and Requests for Additional Information	5:00:00 PM (PST), Wednesday, January 11, 2023
RFP Protest Period Ends	5:00:00 PM (PST), Monday, January 16, 2023
DUE DATE AND TIME (Note: Proposals must be received prior to the due date and time.)	2:00:00 PM (PST), Thursday, January 26, 2023 Location: City of Ashland, Purchasing Office 90 N. Mountain, Ashland, OR 97520
Evaluation Process	January 26 – February 7, 2023
Contract Recommendation	Upon completion of evaluation process
Notice of Intent to Award Announcement	(7) Days prior to executing contract
Award Protest Period Ends	(7) Days after Notice of Intent to Award is released
Contract Recommendation Presented to City Council for Final Approval	February 21, 2023
Contract Award	Upon Council Approval and (7) Days after the Notice of Intent to Award Announcement
Services intended to begin	April 2023

NOTE: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION:

All potential proposers are encouraged to ask questions and request additional information that will aid in the clarification of the RFP requirements. Questions and requests for information will be promptly considered, and written responses will be provided in the form of a written addendum and posted on the City's website.

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered **via email** to the **Sole Point of Contact** identified on **page 4** of the RFP
- Reference the name of the RFP
- Identify the proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the schedule

OAR 137-047-0260(2)(a)(F) Addenda The provisions of this RFP cannot be modified by oral interpretations or statements. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification. If inquiries or comments by proposers raise issues that require clarification by the City, or the City revises any part of this RFP, addenda will be provided in the form of a written addendum and posted on the City's website. Receipt of an addendum must be acknowledged by signing and returning it with the proposal. Addenda will be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. Unless a different deadline is set forth in the addendum, a proposer may submit a request for change or protest by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later. If the date established in the previous sentence falls after the RFP Protest Period ends, the City will consider a request for change or protest to the addendum only. Addenda shall not be issued less than 72 hours before the closing unless the addendum also extends the closing.

ORS 279B.405 Protest Solicitation Process A prospective proposer for a public contract solicited under ORS 279B.055, 279B.060 or 279B.085 may file a protest with the City if the prospective proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. If a prospective proposer fails to timely file such a protest, the prospective proposer may not challenge the contract on grounds under this subsection in any future legal or administrative proceeding. If the protest is received at least 10 days prior to bid closing and meets the requirements of ORS 279B.405, the City shall consider the protest and issue a decision in writing. Otherwise, the City shall promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet the requirements and give the reasons for the failure. The City shall issue a decision on the protest no fewer than three business days before proposals are due, unless a written determination is made by the City that circumstances exist that justify a shorter time limit.

Protests must:

- Be delivered to the **Sole Point of Contact** identified on [page 4](#) via email, facsimile, hard copy
- Reference the name of the RFP
- Identify prospective proposer's name and contact information
- Be sent by an authorized representative
- State the Reason for the protest, including:
 - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the schedule
- Protests to addenda must be received by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later.

OAR 137-047-0440 Pre-Closing Modification or Withdrawal of Offers A proposer may modify its proposal in writing prior to the closing in accordance with OAR 137-047-0400, OAR 137-047-0410 and OAR 137-047-0440. Any modification must include the proposer's statement that the modification amends and supersedes the prior proposal. A proposer in accordance with OAR 137-047-0440 may withdraw its proposal by written notice submitted on proposer's letterhead, signed by authorized representative of the proposer, and delivered to the individual and location specified in the solicitation document prior to closing.

OAR 137-047-0460 Late Offers, Late Withdrawals and Late Modifications

Any proposal received after closing is late. A proposer's request for withdrawal or modification of a RFP – Safety Training, Page 6 of 30

proposal received after closing is late. An Agency shall not consider late proposals, withdrawals or modifications except as permitted in OAR 137-047-0470 or 137-047-0262.

Proposal Acceptance Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded resulting from this RFP.

ORS 279B.060(2)(e) Cancel, Reject or Delay Procurement The City of Ashland may cancel the procurement, reject in whole or in part any or all proposals, or suspend or delay the procurement in accordance with ORS 279B.100 when it's in the best interest of the City of Ashland as determined by the City of Ashland. In no event shall the City of Ashland have any liability for the cancellation, rejection, or suspension of a solicitation or award. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Collusion By submitting a proposal, proposer certifies that no officer, agent, or employee of the City of Ashland has a monetary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or company.

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

Clarification of Responses The City of Ashland reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a proposal.

References The City of Ashland reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

Recyclable and Recycled Products Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

ORS 279A.125 The City shall give preference to goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non-recycled product; and the recycled products costs do not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the City.

ORS 282.210 All printing, binding and stationery work done for the City shall be performed within the State of Oregon.

ORS 279B.060(2)(g) If required under ORS 468A.710, the contractor or subcontractor is required to possess an asbestos abatement license.

AMC Chapter 3.12 Living Wage If the contract exceeds **\$24,050.68** the contractor will be required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage to applicable employees, as defined in this chapter, performing work under this contract and to any applicable subcontractor who performs 50% or more of the service work under this contract. The Living Wage is **\$17.02** per hour effective **June 30, 2022** and increases annually every June 30 by the Consumer Price Index. In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee. It is the responsibility of the proposer to review and comply with the Living Wage ordinance requirements, which can be viewed online at www.ashland.or.us.

*** The Living Wage is **\$17.02** per hour effective **June 30, 2022** ***
(Increases annually every June 30 by the Consumer Price Index)

ORS 279B.060(6)(a) Opening Procedures Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the City of Ashland shall record and make available the identity of all proposers as part of the City's public records after the proposals are opened.

Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are opened at a meeting, as defined in ORS 192.610, does not make the contents of the proposals subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

OAR 137-047-0260(2)(a)(E) Certification of Nondiscrimination Proposer to certify that the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women 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 in obtaining a required subcontract. The Certificate of Compliance attached as **Exhibit B**, is required to be signed and included with your proposal.

ORS 279B.060(6)(b) Proprietary Information (Trade Secrets) Notwithstanding any requirement to make proposals open to public inspection after the City of Ashland's issuance of a notice of intent to award a contract, the City of Ashland may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.

All proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505).

If applicable, proposer shall complete and submit the **Affidavit of Trade Secret** attached as **Exhibit C** and a **fully redacted version of its proposal**.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each proposer to consult with its own legal counsel regarding disclosure issues.

If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

ORS 279B.060(13) Notice of Intent to Award a Public Contract The City of Ashland shall provide written notice of its intent to award to all proposers pursuant to ORS 279B.135 and OAR 137-047-0610 at least seven (7) days before the award of the contract, unless the City determines that circumstances justify prompt execution of the contract, in which case the City may provide a shorter notice period.

ORS 279B.060(14) Contract Award The City of Ashland shall award the contract to the responsible proposer whose proposal the City of Ashland determines in writing to be the most advantageous to the City of Ashland based on the evaluation process and evaluation factors described in this Request for Proposals, and any applicable preferences described in ORS 279A.120, ORS 279A.125 and ORS 279A.128 and, when applicable, the outcome of any negotiations authorized by this Request for Proposals. Other factors may not be used in the evaluation. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor.

ORS 279B.410 Protest of Contract Award A proposer may protest the award of a public contract or notice of intent to award a public contract if the proposer is adversely affected because the proposer would be eligible to be awarded the public contract in the event that the protest were successful. The written protest shall specify the reasons for the protest pursuant to ORS 279B.410(1)(b) and be delivered to the sole point of contact named in the RFP within seven days after issuance of the Notice of Intent to Award a contract. The City shall consider and respond in writing to a protest in a timely manner.

ORS 279B.060(2)(h) Contractual Terms and Conditions The proposer selected by the City of Ashland will be expected to enter into a written contract in the form attached to this RFP. This RFP and the contents of the proposal of the successful proposer will become contractual obligations if a contract is executed. The proposal should indicate acceptance of the City of Ashland's contract provisions or suggest reasonable alternatives that do not substantially impair the City of Ashland's rights under the contract. The proposer may also propose contractual terms and conditions that relate to subject matter reasonably identified in this Request for Proposals. The City of Ashland reserves the right to negotiate the contractual terms and conditions proposed as alternatives by the proposer. If inclusion of any of the City of Ashland's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City of Ashland without offering acceptable alternatives may result in the disqualification of the proposal.

Insurance Certificates The Contractor will be required to provide and maintain ALL required insurance certificates, and provide current Certificates of Insurance, including the City of Ashland endorsed as the additional insured, to the City prior to any lapse of insurance coverage.

Additional Terms

The City of Ashland reserves the right to waive irregularities or deficiencies in a proposal if the City of Ashland determines that waiver is in the best interest of the City of Ashland.

The City of Ashland may request supplemental written information from a proposer concerning the proposer's ability to perform the services. If a proposer fails to provide supplemental information within the time stated in the request, the City of Ashland may refuse to consider the proposer's proposal.

The City of Ashland may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFP.

The City of Ashland reserves the right to make such investigation it deems appropriate to determine whether a proposer is qualified to provide the services. If a proposer fails to cooperate with an investigation, or if a proposer provides false, misleading or incomplete information, the City of Ashland may refuse to consider the proposer's proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City of Ashland reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

SCOPE OF SERVICES

The City of Ashland intends to contract for OSHA required safety training classes and job observations for the City's Public Works Department.

The consultant will be required to conduct a **monthly safety training class** and **two (2) onsite job observations**. The **job observations and/or crew audits** are being requested to provide an outside opinion on the City's safe work practices. The focus of job observations is for behavioral purposes and hazard analysis.

The City will also consider proposals for individual safety training classes conducted onsite or via zoom in classroom and/or safety training videos employees can access online and watch individually on their own.

The **Public Works** Department consists of approximately **60 employees** that work in the following divisions:

- Fleet Maintenance
- Facilities Maintenance
- Street
- Water
- Water Treatment Plant
- Wastewater
- Wastewater Treatment Plant
- Information Technology

Safety training classes are required to be compliant with the **Oregon OSHA** rules, and any other applicable rules, as follows:

- Division 1, General Administrative Rules
- Division 2, General Occupational Safety and Health Rules
- Division 3, Construction Rules

The general **level of training** (initial level, awareness level or refresher level) required is as follows:

- **Public Works:** 90% Refresher, 10% Initial for new hires

Location for safety training classes:

- City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, OR 97520.
- Classes are held in the lunchroom/conference room (16' X 40').
- Internet access and a large wide screen television is available in the room.

NOTE: The following information is being provided to give you **examples of the safety training classes** that are applicable now. These lists are **not inclusive**. The actual safety training classes that are scheduled may be subject to change depending on the department's needs and requirements at that time.

Public Works Department

1. CPR/First Aid/AED Training (30)
2. CPR/First Aid/AED Training (30)
3. Back Safety
4. Job Observation
5. Work Zone Traffic Control Flagging
6. Excavations
7. Hand & Portable Power Tools
8. Boom Truck & Crane Safety *
9. ERP: Vault Rescue
10. Safety Data Sheets
11. Bloodborne Pathogens
12. Ladders and Fall Protection
13. Forklift Training
14. Dog Bite Prevention
15. Chainsaw Use
16. Heat Illness Prevention
17. Fire Extinguisher
18. Defensive Driving

*There are no boom trucks in PW fleet. PW uses ¼ to ½ ton jib hoist cranes and trolley cranes up to 4 tons.

Scheduling safety training classes:

Safety training classes, agendas and priorities will be coordinated in advance with Wes Hoadley, Public Works Maintenance Safety Supervisor.

The scheduling of onsite safety training classes and job observations is somewhat flexible and can be scheduled during normal work hours.

- **Public Works:** Tuesdays, Wednesdays or Thursdays (crews work 4-10s and may be off Monday or Friday)

The following information is being provided to brief you on how the safety training classes and job observations are currently scheduled. However, as previously stated the **schedule is flexible** and the City will consider alternative scheduling options.

Currently, the monthly safety training class held for the **Public Works Department** is conducted on Thursday beginning at 7:00am and can last 1-3 hours depending on the class curriculum. The two (2) job observations for the Public Works Department are scheduled for the same day and may require approximately one hour for each job observation which will be dependent on the actual jobs being performed in the field by the Public Works crews on that day.

*It is preferred that safety training classes be kept to one (1) or two (2) hours; however, we understand that some training material may require additional time. All safety training classes should be facilitated in a timely manner appropriate for the subject matter.

Consultant's Responsibilities

The successful consultant will provide professional services that include, but are not limited to:

- Coordinate a variety of safety training classes and course curriculums to ensure the safety training classes will accommodate and satisfy the mandatory safety training needs and requirements.
- Research and prepare appropriate and applicable class and presentation materials to accomplish safety training needs and requirements.
- Provide qualified and competent instructors and furnish all supplies, equipment, tools and incidentals required for the class curriculum, all of which must meet or exceed industry standards.
- Assume responsibility for all class materials used during safety training classes.
- Conduct safety training classes, supply presentation and class materials, and document attendees.
- Perform record keeping per OSHA requirements, including the documentation of attendance records and agendas for safety training classes.
- Evaluate current work types and advise on practical training techniques.
- Perform a minimum of two onsite job observations and/or crew audits each month. Job observation findings, recommendations, and improvement reports are to be submitted to Wes Hoadley, Public Works Maintenance Safety Supervisor. The results of the job observations may also be reviewed and critiqued with the public works crews during their next safety training class.
- Acquire and maintain a valid City of Ashland business license during the term of the contract.
- Perform the scope of work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and comply with all applicable codes and industry standards.

City Responsibilities

In the development and implementation of this contract the City of Ashland will assume the following responsibilities:

- Provide a project manager for the Public Works Department. (Wes Hoadley, Public Works Maintenance Safety Supervisor, will be managing the contract for safety training.)
- Provide meeting space and notification to personnel on dates and times of safety training classes.
- Provide timely reviews of safety consultant's reports or other submittals.

PROPOSAL CONTENTS

Proposals shall provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the proposer. The proposal must contain and be organized in accordance with the following section titled Proposal Contents. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Letter of Introduction / Cover Page

- ✓ Include a letter of introduction addressed to **Wes Hoadley, Public Works Maintenance Safety Supervisor** and signed by a person legally authorized to bind the proposer to its proposal. The letter will introduce the company and include the company name, principal contact name, physical address, mailing address, telephone number, fax number and email address. The letter of introduction may also introduce the proposal and summarize the key provisions of the proposal.

Table of Contents

- ✓ Include a clear identification of the material by section and by page number.

Proposal Submission Form

- ✓ Complete and include the **Proposal Submission Form** attached as **Exhibit A**.

Qualifications and Experience

- ✓ Include or describe the level of experience and number of years of experience the proposer has providing and conducting safety training classes and/or job observations specifically for Public Works crews.
- ✓ Provide the names and titles of each instructor, their specific qualifications, credentials and level of experience (practical and educational) that the proposer intends to assign to conduct safety training classes and job observations. If there are multiple instructors, include the safety training classes that will be assigned to each of the instructors. Resumes may be submitted as supplemental information.
- ✓ Describe and/or explain how the proposer typically conducts safety training classes. In addition, DVDs or the website addresses for online videos may be submitted as supplemental information.
- ✓ Describe and/or explain how the proposer typically conducts job observations. In addition, DVDs or the website addresses for online videos may be submitted as supplemental information.

Safety Training Classes

- ✓ Provide a **list of the proposed safety training classes**, including brief overviews for each class, relative to topics appropriate for the Public Works Department the proposer is qualified and capable to conduct now. Refer to the list (Items 1-18) on page 12 of this RFP and identify which of these topics are included in each of your safety training classes.
- ✓ Provide a **brief** example outlining the **initial 12-month schedule** (April 2023 to March 2024) for conducting monthly safety training classes and job observations.
 - Name of safety training class, include day of the week, calendar date, start time and class time required
 - Job observations – day of the week, calendar date and time allotted for job observations
 - Name of instructor (only if there are multiple instructors)

References

- ✓ Provide a **minimum of three (3) references**, preferably public works clients, the proposer has/is currently providing a similar scope of services. The City reserves the right to verify these references.

Include the following information for each reference:

- Name of company
- Contact name of individual who can verify the account and your performance
- Telephone number
- Email address
- Identify the services being provided to each reference

Contractual Terms and Conditions

The successful proposer will enter into an agreement with the City of Ashland, Oregon, *in a form substantially similar to* that attached hereto as **Exhibit D**.

- ✓ Indicate acceptance of the City’s contract provisions found in the **Goods and Services Agreement** attached as **Exhibit D** or suggest reasonable alternatives that do not substantially impair the City’s rights under the agreement. Some contract terms and conditions may be negotiable.
- ✓ The **Certificate of Compliance** attached as **Exhibit B**, is required to be signed and included with your proposal.

Cost Proposal

IMPORTANT: The Cost Proposal (fee schedules, including any alternative pricing options) are to be **submitted separately from the technical proposal in a sealed envelope** marked “COST PROPOSAL” per the submission instructions on **page 16**.

- ✓ Provide a detailed and complete **fee schedule** for a **5-Year Contract**, including expenses if applicable for travel, lodging and meals, preferably at federal per diem rates, for conducting a monthly safety training class and two (2) job observations for the **Public Works Department**. Proposers may also propose **alternative pricing options** for the City’s consideration.

Example of Fee Schedule – if your cost per month is all inclusive:

5-YEAR CONTRACT		Firm Cost Per Month (All Inclusive)	Annual Cost
Year 1	April 2023 – March 2024	\$	\$
Year 2	April 2024 – March 2025	\$	\$
Year 3	April 2025 – March 2026	\$	\$
Year 4	April 2026 – March 2027	\$	\$
Year 5	April 2027 – March 2028	\$	\$
TOTAL COST (5-Years)			\$

If your cost per month is itemized and dependent on the safety training class, number of safety training classes, and/or other factors:

Please provide a fee schedule that reflects the proposed monthly costs, annual costs and total cost for a 5-year contract. If you are proposing a variable pricing strategy or price range, a not to exceed (NTE) amount per month is mandatory.

Affidavit of Trade Secret (if applicable)

- ✓ If applicable, complete the Affidavit of Trade Secret submission form attached hereto as **Exhibit C** and **submit a redacted copy of the proposal** being submitted in response to this RFP.

IMPORTANT: Proposals become **public information** after the City releases a Notice of Intent to Award a Public Contract. It is important to submit a **fully redacted copy of the proposal** if it contains confidential trade secrets. A description of services being acquired by the City and the costs associated with those services are NOT considered confidential information.

PROPOSAL SUBMISSION REQUIREMENTS

The complete written proposal is to be submitted with **multiple copies** as follows:

TECHNICAL PROPOSAL

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

COST PROPOSAL

Cost proposal must be submitted separately from the technical proposal in a sealed envelope as follows:

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Two (2) additional copies** of the complete proposal

The complete proposal, including the additional copies, are to be submitted in a single **SEALED ENVELOPE** (or box) labeled as follows and received at the following address:

**Kari Olson
Purchasing Specialist
City of Ashland
90 N. Mountain Avenue
Ashland, OR 97520**

**Contents: Request for Proposal
SAFETY TRAINING
Due by: **2:00:00 PM (PST), Thursday, January 26, 2023****

Please note: Late proposals will not be considered. No exceptions. It is recommended that you request available delivery options for the City of Ashland, Oregon area and verify that your method of shipment will arrive prior to the due date and time.

DUE DATE AND TIME:

The proposals must be received at the designated address listed above by **2:00:00 PM (PST), Thursday, January 26, 2023**. Late proposals will **not** be considered. Faxed or emailed proposals will **not** be considered.

Period of Irrevocability

Proposals will be offers that are irrevocable for a period of **sixty (60) days** after the time and date proposals are due. Proposals will contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

EVALUATION PROCESS

In accordance with ORS 279B.060 (14), The City shall award the contract to the responsible proposer whose proposal the City determines in writing is the most advantageous to the City based on the evaluation process and evaluation criteria described in this RFP, applicable preferences described in ORS 279A.120, 279A.125 and 279A.128, and, when applicable the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

An evaluation committee appointed by the City of Ashland will evaluate the proposals based on the evaluation criteria established in this Request for Proposals. Each category will be scored with a number of points, up to the maximum number of points assigned to each category. The greater the number of points assigned to a category, the greater the category's level of importance. Each proposal will be evaluated, scored and then ranked according to the evaluation criteria set forth in this RFP.

After the initial evaluation of the proposals has been completed, the Evaluation Committee may **request clarifications**. Requests for clarifications will be processed via email by the sole point of contact identified on **page 4** of this RFP. No additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions shall restate the question and provide the requested clarification.

The City of Ashland may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the City may reject for good cause any or all proposals upon the City's findings that it is in the best interest of the City of Ashland.

If only one responsive proposal is received, the City of Ashland reserves the right to negotiate a contract with the sole responsive proposer.

The total points awarded to each proposal will be tabulated and the proposers shall be ranked accordingly. A contract with the proposer deemed to be the highest ranked proposer will then be negotiated. If negotiations with the highest ranked proposer are unsuccessful, the City of Ashland may proceed to the next highest ranked proposer, and so on until a contract is successfully negotiated.

In accordance with OAR 137-047-0260(2)((b)(A)(B)(C), the statement of work will identify the scope of work to be performed under the resulting contract, outline anticipated duties of the contractor and establish the expectations for the contractor's performance of the resulting contract. The agreed upon tasks will also identify respective responsibilities of the contractor and City staff.

In accordance with ORS 279B.060 (16), the City shall obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated **statement of work**.

The final contract recommendation will then be subject to the approval of the City Council acting as the Local Contract Review Board.

EVALUATION CRITERIA

The proposals will be evaluated according to the following criteria.

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	10
Qualifications and Experience	25
Safety Training Classes & 12-Month Schedule	25
References	10
Contractual Terms and Conditions	5
SUBTOTAL	75
Cost Proposal	25
TOTAL	100

EXHIBIT A

Request for Proposals
SAFETY TRAINING
(Public Works Department)
December 16, 2022

Proposal Submission Form

The undersigned proposer submits this proposal in response to the City’s Request for Proposals (RFP) for **SAFETY TRAINING**, released on **December 16, 2022**. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer’s full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. ____, ____, ____, ____, ____ to this RFP.

Full legal name of company:	
Principle owner’s name:	
Business Address:	
State and location of company headquarters:	
Year business established:	
Telephone Number:	
Fax Number:	
Email Address:	
Authorized Signature:	
Printed/Typed Name:	
Title:	
Date:	

EXHIBIT B

Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women 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 in obtaining a required subcontract.

Corporate Officer:

By: _____
Signature

Print Name

Title: _____

Date: _____

EXHIBIT C
AFFIDAVIT OF TRADE SECRET

Note: This exhibit is being provided as a courtesy because proposals become public information upon the release of a Notice of Intent to Award a Public Contract. If applicable, proposer shall complete and include this Affidavit of Trade Secret with a **fully redacted version of its proposal**.

_____ (Affiant), being first duly sworn under oath, and representing _____
_____ [Proposer's name] (Hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a proposal, dated on or about [insert date] (the "Proposal"), to the City of Ashland in response to Request for Proposals for **SAFETY TRAINING** and I am familiar with the contents of the RFP and proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

EXHIBIT D

**City of Ashland
GOODS AND SERVICES AGREEMENT**

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>CONTRACTOR:</p> <p>CONTACT:</p> <p>ADDRESS:</p> <p>PHONE:</p> <p>EMAIL:</p>
---	--

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and (XXXXXXXXXXXXXXXXXXXXX, a domestic business corporation hereinafter "Contractor"), for (give very brief description of goods and services).

1 CONTRACTOR'S OBLIGATIONS

- 1.1 Provide more detailed description of goods and services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Contractor expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

- 1.2 Contractor shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability; and
 - Workers' Compensation.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

- Contractor shall immediately notify the City of any change in insurance coverage
 - Contractor shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 Contractor shall, at its own expense, maintain Worker's Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all of its subject workers. As evidence of the insurance required by this Agreement, the Contractor shall furnish an acceptable insurance certificate prior to commencing any Work.
- 1.4 Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractors of the Contractor's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.
- 1.6 **Living Wage Requirements:** If the amount of this Agreement is \$24,050.68 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

2 CITY'S OBLIGATIONS

- 2.1 City shall pay Contractor the sum of \$XXXXXX (could be hourly rate or lump sum amount) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Contractor's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXX (this is maximum, not to exceed amount of entire Agreement) without express, written approval from the City official whose signature appears below, or such official's successor in office. Contractor expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Contractor further acknowledges that any Work delivered, or expenses incurred without authorization as provided herein is done at Contractor's own risk and as a volunteer without expectation of compensation or reimbursement.

3 GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Contractor and is free to procure similar types of goods and services from other contractors in its sole discretion.
- 3.2 Contractor is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Contractor is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
 - 3.6.1 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Contractor and the City set forth in this Agreement.
- 3.12 Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and

acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

3.13 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

3.14 Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

4. SUPPORTING DOCUMENTS

4.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written XXXXXX (Request for Proposals, Invitation to Bid, etc. dated XXXXX.
- The Contractor's complete written XXXXXX dated XXXXXX.

4.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 4.1.

5. REMEDIES

5.1 In the event Contractor is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

5.1.1 Termination of this Agreement;

5.1.2 Withholding all monies due for the Work that Contractor has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;

5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the “Effective Date”), and shall continue in full force and effect until XXXXXXXX, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Contractor may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days’ prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days’ prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – XXXXXX Department
Attn: XXXXXXXXXXXXXXXX
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-XXXX

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Contractor:

Contractor’s name
Attn: XXXX
XXXXXXX
City, State

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other’s breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. CONTRACTOR’S COMPLIANCE WITH TAX LAWS

9.1 Contractor represents and warrants to the City that:

9.1.1 Contractor shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 CONTRACTOR, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 CONTRACTOR's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

XXXXXXXXXXXX (CONTRACTOR):

By: _____
Joseph L. Lessard, City Manager

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT D-A

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$17.02 per hour, effective June 30, 2022.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$24,050.68** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or

portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **\$24,050.68**;

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value

of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.

- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

City of Ashland
Request for Proposal
SAFETY TRAINING – PUBLIC WORKS
Evaluation Summary
February 22, 2023

Evaluation Criteria	Points	G2 Consultants			Integrity Safety Services			PBS Engineering and Environmental Inc.		
		#1	#2	#3	#1	#2	#3	#1	#2	#3
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	10	9	10	10	7	6	5	7	8	10
Qualifications and Experience	25	23	23	25	17	21	15	20	21	20
Safety Training Classes & 12-Month Schedule	25	23	25	23	17	22	20	20	24	17
References	10	9	8	8	4	8	8	9	8	10
Contractual Terms and Conditions	5	5	5	5	3	5	5	4	5	5
SUBTOTAL	75	69	71	71	48	62	53	60	66	62
Cost Proposal	25	22.38	22.38	22.38	25	25	25	23.55	23.55	23.55
TOTAL	100	91.38	93.38	93.38	73	87	78	83.55	89.55	85.55