

IMPORTANT NOTICE!!

If you download these materials and wish to be added to the proposer contact list send an email to:

Jayne McMahan jmcmahan@springfield-or.gov
Information to be provided:

- “RFP# 1004 Law Enforcement Executive Recruitment Services ” in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

It will be the responsibility of each participating supplier to refer daily to the City of Springfield – Purchasing/Contracts website <http://www.springfield-or.gov/RFPPAGE.HTM> to check for any available addendum to current opportunities, cancellations or intents to award posted.



Request for Proposal #1004

For

Law Enforcement Executive Recruitment Services

City of Springfield
Human Resources
Springfield, Oregon 97477

June 7, 2013

I. General Information

Springfield operates under the Council/Manager form of government, with a six member city council, and a city-elected Mayor. Springfield currently employs approximately 400 FTEs and operates with an annual budget of \$303 million. The organization is made up of departments that design, operate, and maintain city-owned facilities and equipment; protect lives and property by enforcing laws and preventing crimes; encourage economic development and revitalization through community partnerships.

The City of Springfield, Oregon is in the process to begin the search for a new Police Chief and is soliciting qualifications from qualified consulting firms for Law Enforcement Executive Recruitment Services.

II. Overall Project Description and Scope of Work

The City is seeking a consultant with an expertise in Law Enforcement Executive Recruitment Services; ideally the firm's experience and expertise will include executive law enforcement (e.g. police chief, sheriff ect.) searches in cities of a comparable size. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of findings, conclusions, and recommendations.

The consultant will be responsible for providing the following services to the City:

- A. Develop a recruiting specification, in conjunction with the City Manager and other key individuals selected by the City, that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the Police Chief position.
- B. Coordinate all stages of the process with the City Manager and key staff.
- C. Create, communicate, and facilitate a public process for engaging the community and key stakeholders in the pre-selection process including City Council Members, Police Department staff, unions, community leaders and residents.
- D. Translate the City's requirements into a detailed recruitment brochure.
- E. Conduct a search that includes recruiting activities such as targeted mailings, selected advertising, networking and direct inquiries, and use of consultant's knowledge of candidates from other searches.
- F. Screen the initial pool of applicants to a pool of six to ten (6-10) semi-finalists. Provide the City Manager with summary reports on all semi-finalists and respond to City Manager questions.
- G. Work with the City Manager to narrow the semi-finalist group to finalist candidates, to determine appropriate interview process, and to discuss preliminary terms and conditions of employment.
- H. Conduct in-depth interviews, detailed background investigations, and verify references and credentials of finalists. Prepare a detailed report on each finalist. Assist the City Manager with the candidate interviews, including involvement of City Council Members, City committees, City staff, City unions, community leaders and residents.
- I. Coordinate and/or conduct any additional assessments and background investigations as directed by the City manager. This could include a site visit to the workplace of finalist candidates, to speak in-person with references and other relevant individuals.

- J. Assist the City in the negotiation of terms and conditions of employment with the final candidate, as directed by the City Manager and coordinated with Human Resources and legal.

III. Proposals Submissions

Proposals shall be prepared in the Proposers format in a concise manner that affords easy evaluation of the proposal. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible. Proposers are asked to submit any additional information about their firm that will assist the City in making a selection. Proposers shall address the following criteria in their proposals.

- A. A statement that you will provide all aspects of the work as outlined in this Request for Proposals (RFP) and that the work will be completed within the time scheduled.
- B. Key Contact information including address, telephone, email, and fax, etc.
- C. Similar Past Experience: Demonstrated background of the firm and of key personnel assigned to our account that will be performing the work. If key personnel listed on the proposal change prior to or during the execution of the work, written approval from the City's project manager will be required.
- D. A list of at least three client references for which you have provided similar work, including names, addresses, emails and telephone numbers and a brief description of the work performed. By submitting, the Consultant grants the City permission to contact all references provided.
- E. A work plan proposal must contain all work requirements necessary to accomplish the Police Chief Recruitment. It will outline the proposed approach, description of project requirements, methodology, schedules to accomplish the tasks, and any required involvement of City staff.
- F. Provide additional information regarding your solution that you deem appropriate (sample materials of recruiting specifications, community profiles, recruitment brochures, invitee letters, announcements, etc.).
- G. Identify all costs Consultant will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City.
- H. If proposer offers any post-hire coaching services, information about these services is welcomed but not required. This information will not be used to evaluate proposals.
- I. Acknowledgement of all addenda by #.
- J. Signed Attachment #4 – Authorization to Legally Bind Bidder
- K. Signed Attachment #5– Minority Women Emerging Small Business Form (MWESB)

IV. Evaluation and Selection Criteria

Award will be based upon a review and evaluation by committee. Written submittals and interviews, if necessary, may be utilized in selecting the winning proposal. The City will make its selection based on the following factors. The criteria will be applied and weighted as described.

No	Criteria	Points
1.	General approach and plans to meet the requirements of the RFP as well as plan for involvement of community and staff	30
2.	Qualifications and experience of personnel assigned to our account	15
3.	The Firm's past performance on recruitment projects of similar law enforcement positions.	25
4.	Cost structure	25
5.	Completeness and thoughtfulness of proposal preparation	5

The maximum points available are 100.

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on their firms' experience. If these scores are also tied then the committee would break the tie by taking the highest scoring proposer based on their cost structure.

The city reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. The Consultant shall specifically stipulate that the proposal is predicated upon acceptance of all terms and conditions in the RFP.

V. Contact Person

Prospective proposers may contact **Jayne McMahan** by email at jmcmahan@springfield-or.gov for further information regarding contractual questions for this Request for Proposals. All requests for interpretation or questions must be sent by email and must clearly include the subject line "**RFP #1004: Law Enforcement Executive Recruitment Services**". **Contact with other City officials may be grounds for disqualification.**

VI. Schedule for Selection Process

Request for Proposal package available	June 7, 2013
Request for Clarification Due (if applicable)	June 18, 2013, noon local time
Response to Clarification Due (if applicable)	June 20, 2013, 5:00 local time
Proposals Due by	June 28, 2013, 2:00PM local time
Review & Interview (if applicable)	Week of July 8, 2013
Intent to Award Notice (approximate)	July 15, 2013
Contract Award (approximate)	July 28, 2013
Work Completed, Candidate selected	September 30, 2013

VII. Instructions to Proposers

The Request for Proposals (RFP) may be downloaded from the City of Springfield website at www.springfield-or.gov (select the Purchase/Contracts hyperlink) and then the hyperlink titled: “**RFP #1004: Law Enforcement Executive Recruitment Services**”.

Minimum Mandatory requirements include the following:

One (1) original and four (4) copies clearly marked “**RFP #1004: Law Enforcement Executive Recruitment Services**”, and contained in a sealed envelope or box shall be received no later than June 28, 2013, at 2:00 PM local time at the following address:

City of Springfield
Finance Department
Attn: Jayne McMahan, Procurement and Contracts Manager
225 Fifth Street
Springfield, OR 97477

All proposals shall be valid through 60 days after the RFP closing date.

VIII. Late Proposals Not Considered

Proposals must be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed submissions will not be accepted.

IX. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, addenda will be posted on the City’s website at <http://www.springfield-or.gov/RFP/PAGE.HTM> then select “**RFP #1004: Law Enforcement Executive Recruitment Services**”. City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial RFP. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the RFP. City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

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

X. Contract

The successful proposer will be expected to enter into a contract with the City. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. (See Attachment #3 – Sample Contract)

XI. Negotiation of Agreement

Following selection of the Successful Proposer by the Evaluation Committee the City will issue a Notice of Intent to Award a Contract to the selected Proposer(s).

The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule, with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City shall then issue a written notice of termination of negotiations to the highest scoring Proposer. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining Proposers until an agreement is reached, or not.

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this Contract shall be a public record and not exempt from disclosure, including items redacted from the proposal. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for approval.

XII. City Selection Discretion

City reserves the right to reject any or all proposals and to waive irregularities and informalities in the selection process. The City further reserves the right to negotiate, amend, and refine proposals in consultation with one or more of the prospective Proposers.

XIII. Proposal Ownership

All material submitted by the Proposers shall be considered property of City, and City shall not be required to return same to any Proposer. The material submitted by Proposer will be treated in the same manner as City's own records.

After opening, all proposals become part of the public record and are available for public review unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their proposals from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their proposals.

Robert Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XIV. Exceptions to RFP

If, for any reason, a Proposer should desire an interpretation of a term or condition of this RFP, find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to:

jmcmahan@springfield-or.gov
Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708

Emailed questions must use the subject line "**Request for Interpretation – RFP #1004: Law Enforcement Executive Recruitment Services**". Such request shall be delivered at least by June 18th 2013 noon local time. City will make a reasonable effort to answer questions and, if warranted, to amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield web page <http://www.springfield-or.gov/RFP/PAGE.HTM> then select "**RFP #1004: Law Enforcement Executive Recruitment Services**" by June 20, 2013 5 PM local time. Proposers who are unable or unwilling to meet any of the requirements of this RFP should include, as part of their response, written exceptions to those requirements. If you wish to change a term or condition of this RFP see XV below.

XV. Comments and Protest Procedures

A prospective Proposer may deliver to Jayne McMahan, via email jmcmahan@springfield-or.gov a written request for change to any of the specification listed in this Request for Proposals. Such request shall be delivered at least five working days prior to the RFP closing date. A written request for change shall include:

A detailed description of the legal and factual grounds for the request,
A description of the resulting prejudice to the prospective Proposer,

A statement of the form of relief requested or any bid changes to the specifications.

The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the RFP closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposals.

XVI. Complaints

Any Proposer who has submitted a proposal to the City of Springfield and who is adversely affected by the City's award of the Contract to another Proposer and who desires to protest said award shall submit within 7 days after issuance of the Notice of Intent to Award the Contract, a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

Failure to file a protest as specified herein waives proposer's right to protest or contest the award. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of the City's Contract award. Concerns must be submitted to:

Robert Duey
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XVII. Cost of Proposal

The City of Springfield is not liable for any costs incurred by vendors for the preparation and presentation of their bids. This includes any costs in the submission of a proposal or in making necessary studies or designs for the preparation thereof.



EXECUTIVE MANAGER

Classification Specification

City of Springfield, Oregon

A classification specification defines the general character and scope of responsibilities of all positions within a job classification. This description does not list every duty for a given position; specific position assignments will vary depending on business needs.

General Information	
Classification Title	Executive Manager
Classification Code:	MGREXE
Effective Date:	7/1/2011
Pay Grade:	E81-E82/E91
FLSA Status:	Exempt

Classification Summary

The Executive Manager is responsible for directing, coordinating, and managing all activities related to an assigned City department including the development of programs critical to the success of the City. Incumbents apply advanced management principles with critical impact on citizens and the organization; employ strategic thinking having long-term citywide application and impact; develop and implement programs critical to the City; and control complex functions and major resources. Incumbents provide overall direction for City Departments and functions.

Positions are accountable for major program outcomes for the department as well as integration with other departments. Direction is given across functions or organizations, with responsibility for overall objectives, staffing and resource allocation.

Distinguishing Characteristics

- This is the executive level in the management series.
- Executive Managers are concerned with formulating or adjusting programs for the major functions/divisions/departments, and allocating resources (facilities, people, money, materials). The responsibilities of this classification are citywide in nature and decisions involve the development of broad organizational direction.
- Executive Managers are differentiated from Assistant City Manager as responsibility of the higher level classification is concerned with assisting the City Manager with all aspects of the City's management.

Essential Duties	
<i>The duties listed below are a typical sample; position assignments may vary.</i>	
	Under the direction of the City Manager, implements the strategic objectives established by the City Council.
1	Directs and manages staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring that staff is trained; ensuring that employees follow policies and procedures, and maintaining a healthy and safe working environment; and, making hiring, termination, and

Essential Duties	
	disciplinary recommendations.
2	Plans, directs, and evaluates departmental policies, procedures, activities/operations, broad long range strategies and goals; maintains, updates, and ensures compliance of procedures.
3	Directs and reviews the analysis of a variety of reports and information; determines and provides oversight for the initiation of necessary changes in departmental operations;
4	Facilitates, leads, and/or participates in meetings, proceedings, and committees; represents the department and City at meetings and conferences; serves as a liaison between departments, external organizations, the general public and other agencies.
5	Provides advice in area of expertise to City Officials, City Council, and management teams.
6	Directs and participates in the preparation of departmental budgets, financial reports, and operational and/or capital improvement budgets; monitors revenues and expenditures.
7	Develops and implements programs, controls complex functions and resources.
8	Ensures the department's compatibility with organizational goals and strategic initiatives.
9	Actively supports an inclusive and respectful work environment.
10	Performs other duties of a similar nature or level.

Qualifications	
<i>An entry-level person would be expected to possess the following or any equivalent combination of knowledge, skills, education and experience in order to successfully perform the job.</i>	
Training & Experience:	
<ul style="list-style-type: none"> • Bachelors Degree in a related field; and 7-10 years increasingly responsible experience in a field related to area of assignment; and 5 or more years of management experience (including at least 2 years of executive management experience or experience equivalent in scope or complexity). 	
Degree and Licensing and/or Certification Requirements:	
<ul style="list-style-type: none"> • Based upon assignment, a Master's Degree may be required. • Based upon assignment, specified licenses and/or certifications may be required. • Valid Oregon Driver's license at time of appointment, depending on area of assignment. 	
Knowledge Required:	
<ul style="list-style-type: none"> • Leadership principles and practices; • Advanced administration and management principles and practices; • Public administration and governmental operations; • Policy and procedure development practices; • Advanced principles and practices and systems of assigned area of responsibility; • Strategic planning principles; • Public relations methods and techniques; • Budget development and administration principles and practices; • Grant and/or contract administration principles; • Advanced project management principles; • Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes; • Inclusive and respectful work place practices. 	
Skills Required: <i>(Demonstrated skill in performing the following)</i>	
<ul style="list-style-type: none"> • Creating, modeling, and maintaining a respectful and inclusive work environment; • Developing and monitoring safe work practices, and managing hazards in accordance with best practices; • Personnel administration; • Planning, organization, judgment and decision making relative to multiple projects and initiatives; 	

Qualifications

- Analysis, research, and policy development;
- Mediating and resolving conflict; advanced problem solving;
- Interpreting and applying Federal, State, and local laws and regulations;
- Conducting complex problem solving, and utilizing critical thinking;
- Managing legal and regulatory changes;
- Securing the confidence and cooperation of other agencies, officials, and staff;
- Creativity in identifying operational and other departmental needs and responding strategically.
- Managing budgets;
- Preparing and giving presentations;
- Representing the department on various committees;
- Using computers and related software applications;
- Communication, interpersonal skills as applied to interaction with coworkers, management, City officials, City Council, the general public, etc. sufficient to exchange or convey information and to receive work direction;
- Working effectively with clients, co-workers, employees, supervisors, and others from diverse backgrounds.

Physical Requirements

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents may be subject to travel.

Classification History

2009.06 – Draft prepared by Fox Lawson & Associates, LLC (CC)
2010.11 – Revisions by HR
2011.07 – Adopted

CLASSIFICATION ADDENDUM

Job Title: Police Chief

Classification Specification:

Barg Unit: Non

Pay Grade: E82

*This classification **addendum** further clarifies job specific duties and requirements of a job within a particular classification. Note: The classification specification document is to be referenced and this document utilized as the addendum (supplement). It is intended to provide additional information, where needed, and is not intended to provide an exhaustive list of duties and responsibilities; specific position assignments will vary depending on business needs.*

Essential Characteristics and Duties Addendum

The Police Chief performs duties planning, organizing, directing, coordinating, overseeing, and reviewing the operation of the City's Police Department. Establishes police policies and procedures and interprets these for staff and the public; commands the operations of the Police Department during emergency and/or disaster situations; participates in, and supports development of the department management team; confers with City Managers on issues pertaining to the police department; serves on the City Executive Team; serves as Sergeant-at-Arms for weekly City Council meetings; directs personnel; develops and administers department budget; develops a philosophy of ethics and integrity that guides the law enforcement objectives for the City; provides staff support, leadership, and direction for various committees and groups to include crime prevention groups, the Police Planning Task Force, and the Citizens' Police Academy; gives presentations to community clubs and civic groups. Performs related duties as assigned.

Qualifications Addendum

An entry-level person would be expected to possess the following or any equivalent combination of knowledge, skills, education and experience in order to successfully perform the job.

Training & Experience:

- In the field of criminology, law enforcement, sociology, or related, with increasingly responsible experience in law enforcement operations, including management and executive management experience.

Licensing Requirements:

- Oregon Department of Public Safety Standards and Training Executive Certificate or ability to obtain within 90 days of appointment.
- Valid Oregon Driver's license at time of appointment.

Knowledge:

- Law enforcement operations, procedures, practices, systems, and procedures;
- Value of community policing and community support;
- Role of computer technology in police operations;
- Role of law enforcement in the criminal justice system.

Skills: *(Demonstrated skill in performing the following)*

- Effectively command department units in an emergency or disaster situation;
- Developing and maintaining an accurate sense of community service needs;
- Functioning effectively as a liaison between the Police Department and other city departments, agencies, and the public;

Essential Characteristics and Duties Addendum

- Operating motor vehicles and utilizing weapons.

Qualification For Grade Progression: N/A

Physical Requirements Addendum

Light Work as defined in the classification specification. Further definition of the physical requirements of the position can be found in a job task analysis.

Travel as required.

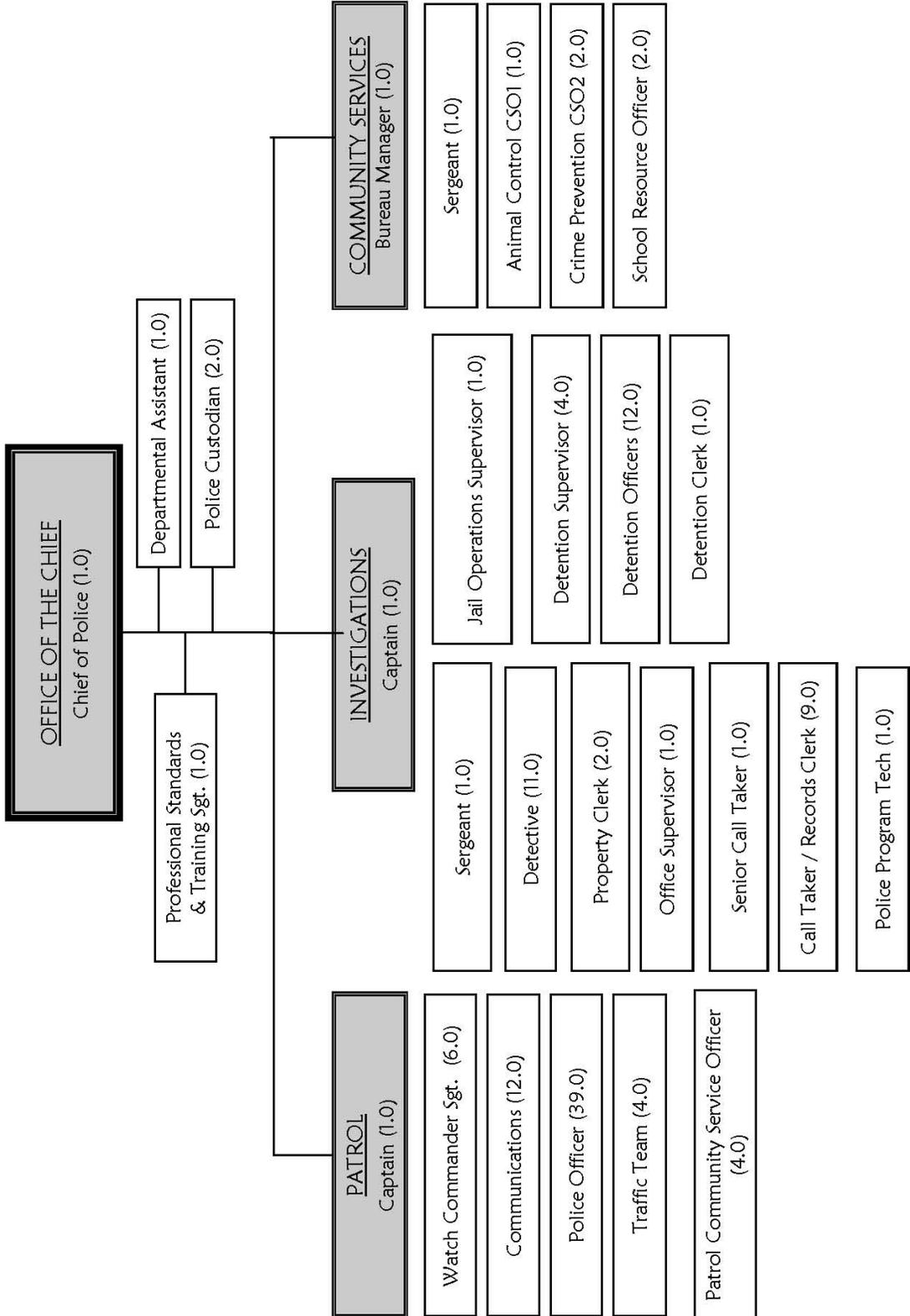
Police Department employees hired after June 1986 must refrain from the use of tobacco products while on duty.

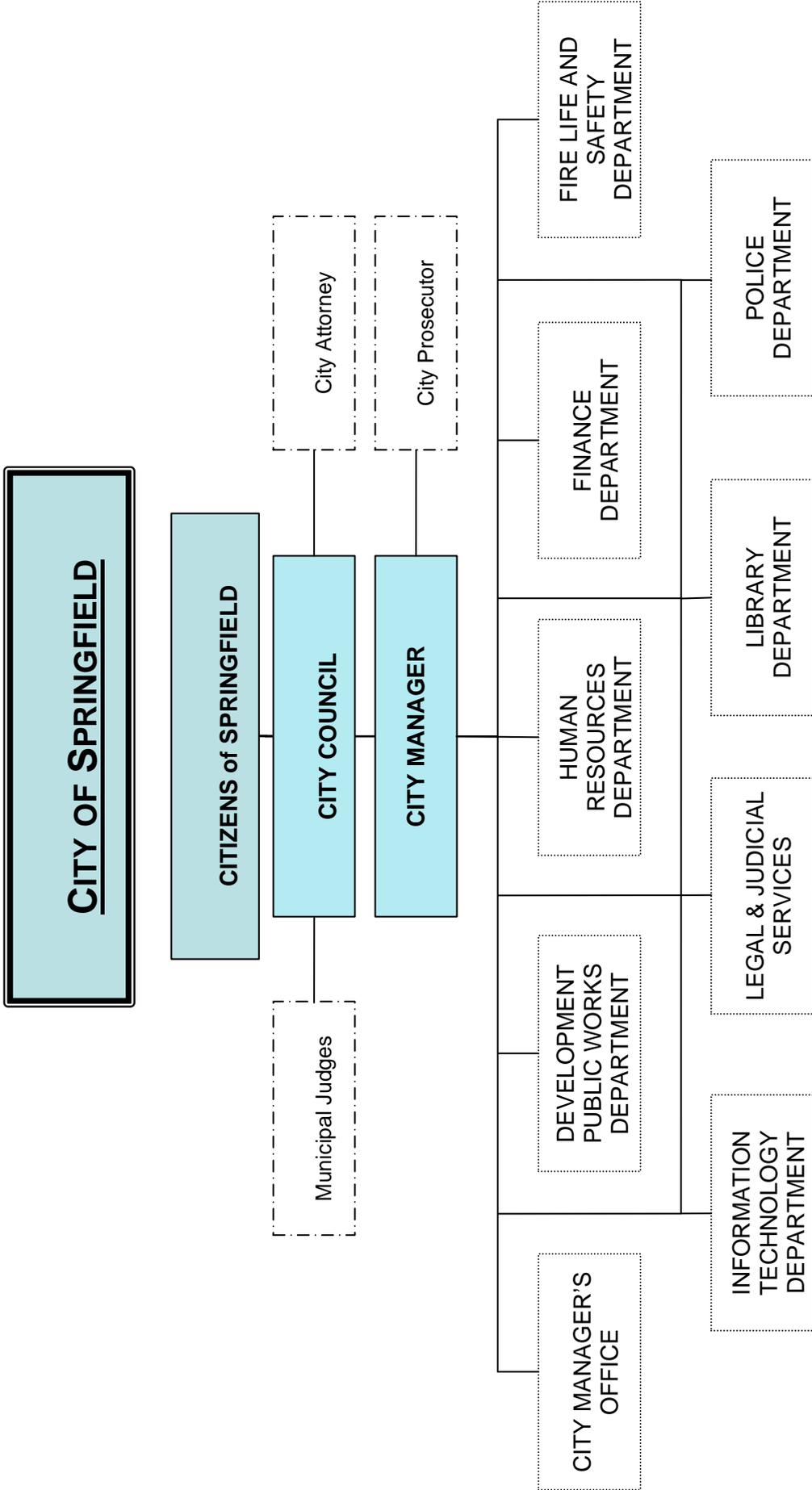
Addendum History

Created: 2012.01

Police Department

Total FTE: 123.0





5. **Sourcing.** Independent Contractor selected as a result of RFP# 1004 Law Enforcement Executive Recruitment Services issued June 7, 2013.
6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
7. **First Point of Contract.**
Independent Contractor: [insert name, ph# and email address]
CITY: [insert name, ph# and email address]
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
15. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees.

The absence of or inadequacy of the liability insurance required in section 16 shall not negate Contractor's obligation in this paragraph.

16. Insurance.

16.1 General Insurance. The Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 16 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

16.2 Asbestos Abatement (only applicable to contracts where asbestos maybe present).

The Commercial General Liability policy shall be written on a form that meets the following criteria, and must be ASBESTOS SPECIFIC as follows:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

16.3 Workers' Compensation. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for the exemption shall be provided to the City

16.4 Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

16.5 Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ **(Contractor initials)**

16.6 Equipment and Material. The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

16.7 Exception or Waivers. Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

16.8 Subcontractors. The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors.

16.9 Railroad Protective Liability Coverage. If work being performed under this agreement is near railroad tracks or a railroad right of way and the Railroad requires special insurance

(for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

17. **Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.
18. **Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
19. **Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
20. **Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
21. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
22. **Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
23. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
24. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY

may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

- 25. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 26. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 27. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 28. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 29. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 30. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 31. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
- 32. **Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.
- 33. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

INDEPENDENT CONTRACTOR

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following six requirements are met:

1. The person maintains a business location:
 - a. That is separate from the business or work location of the person for whom the services are provided; or,
 - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - a. The person enters into fixed-price contracts;
 - b. The person is required to correct defective work;
 - c. The person warrants the services provided; or,
 - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
5. The person makes a significant investment in the business, through means such as:
 - a. Purchasing tools or equipment necessary to provide the services;
 - b. Paying for the premises or facilities where the services are provided; or
 - c. Paying for licenses, certificates or specialized training required to provide the services.
6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

EXHIBIT "B"

**City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws**

Pursuant to Oregon law, every public contract shall contain the following conditions:

- 1) 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. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) 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. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) 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. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

- 10) 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. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) 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. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).
- An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) 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. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)



ATTACHMENT 4

Authorization to Legally Bind Proposer

The person executing this Proposal and the instruments referred to herein on behalf of the Proposer have the legal power, right, and actual authority to submit this Proposal, and to bind the Proposer to the terms and conditions of this Proposal.

(Signature of person authorized to bind Proposer)

Dated

Print Name of Person Signing as authorized to bind Proposer

Firm Name

Phone

Address

Fax

City, State, Zip

email address

Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Solicitation (ITB/RFP) # _____

The City of Springfield is seeking information on the various business entities that submit bids and proposals. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business communities. The City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certificate type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned
- Business Oregon Woman-owned
- Business Oregon Emerging
- Small Business Federal Disadvantage

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as needed.

For more information please visit State of Oregon office of Minority, Women, Emerging Small Business <http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>