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# 1183 Fire and Life Safety - Fire Apparatus Maintenance & Repair" 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.

City of Springfield
Fire and Life Safety Department

REQUEST FOR PROPOSALS
 # 1183

FOR

Fire Apparatus Maintenance & Repair

April 8, 2014

CITY OF SPRINGFIELD
OREGON

Request for Proposals #1183
Fire & Life Safety Department
Fire Apparatus Maintenance & Repair

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 8th of May, 2014 and opened at 2:00 p.m. local time the same day, for proposals regarding Fire Apparatus Maintenance & Repair. Sealed proposals must be marked **"RFP#1183: Fire Apparatus Maintenance & Repair".**

Proposal packets are available on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP#1183: Fire Apparatus Maintenance & Repair*) or by contacting Jayne McMahan at (541)726-3708 or by email: jmcmahan@springfield-or.gov

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the City.

Robert J Duey

Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

The Register Guard:	April 8, 2014
Daily Journal of Commerce	April 9, 2014

I. Proposal Overview

The City of Springfield, Oregon requests proposals from qualified vendors for maintenance and repair of fire apparatus as described herein.

An RFP packet may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov or by phone at (541)726-3708. Prospective Proposers are requested to confirm receipt of downloaded RFP packets by email to City of Springfield, Attn: Jayne McMahan at the above email address.

Other public agencies may use this competitive selection and contract, with no material change in terms, conditions or prices, as a basis for executing their own separate agreement with the Contractor. As a condition to this use, other agencies shall be responsible for the appropriateness of the decision to use this process pursuant to ORS 279A.215, or to agree to contract terms and any protest obligations under ORS 279A.225.

It is the City's intent to establish an agreement with qualified supplier(s) for maintenance and repair of fire apparatus. The agreement may be updated annually, to extend the term for not more than two successive one year periods, upon mutual agreement of the parties. If extended, City shall consider the requirements of the Springfield Municipal Code (SMC) Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.

It is conceivable that the agreement may become a multi-Supplier agreement. Proposers are encouraged to bid all or part of the items included in this Request for Proposal.

II. Proposal Format

Proposals must include the items listed below and be organized and numbered to correspond to each requirement below. 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.

1. Proposer's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.

2. Primary contact person's name, title, phone number, fax number and email address.

3. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.

4. Proposing firm's experience in maintenance of fire apparatus of the type and variety owned by Springfield Fire & Life Safety.

5. A minimum of three (3) references from recent customers (within the last 2 years) for fire apparatus maintenance.

6. Specifications of proposed maintenance agreement are as outlined in Attachment 1. **Submission of Equal Specifications:** All equal specifications offered by Proposers, will be evaluated by the City for quality, performance, functionality or other characteristics to meet City requirements. **Proposers shall submit all requests for evaluation of equal specifications by April 28, 2014. City responses to requests will be provided proposers by May 1, 2014.** If accepted, equal specifications will not necessarily receive full value but instead will be given points within the range of full to less depending upon the evaluation of staff. Proposals shall clearly identify all equal specifications submitted. The City has the final authority to determine which equal specifications are acceptable and which are not. If equal specifications have not been accepted by City prior to submission of proposal, Proposers shall accept risk that equal specifications may be rejected.

7. Proposer's level of maintenance service and spare part support for fire apparatus.

8. Complete Attachment #2 -Schedule and Expense Itemization for services to be provided by Proposer

9. Signed Attachment #4 – Authorization to Legally Bind Bidder

10. In your cover letter acceptance of the sample contract, Attachment #5, terms and conditions

11. Signed Attachment #6 **–** Minority Women Emerging Small Business Form (MWESB)

12. Complete statement and itemized description of any equal specification to the specifications as stated herein.

III. Contact Person

Proposers may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at jmcmahan@springfield-or.gov or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate Fire & Life Safety personnel when more detailed technical explanations are required, and upon receipt of response from City of Springfield Fire and Life Safety personnel, Ms. McMahan will disseminate the information by written addenda issued by the City (See Section VII).

IV. Schedule For Selection Process

Proposals Advertised	April 8, 2014
RFP Available	April 8, 2014
Requests to Consider Equal Specification Due	April 28, 2014 5pm Local Time
City's Determination Regarding Equal Spec.	May 1, 2014
Proposals Due /Opening	May 8, 2014 2pm Local Time

Interviews (if necessary)	May 12, 2014 (Approximate)
Notice of Intent to Award	May 15, 2014 (Approximate)
Contract Awarded	June 2, 2014 (Approximate)

V. Selection Criteria And Process

Each proposal will be compared to the specifications stated herein. Points will be assigned to proposals that most closely match or exceed the RFP requirements based on the selection criteria. The Proposal with the highest number of assigned points will be selected for the contract.

A. Conformity of submitted proposal to this RFP	5 Points
B. References from at least 3 recent customers within the past 2 years	5 Points
C. Cost Analysis	45 Points
D. Spare part & maintenance service support	10 Points
E. Turn-around time & emergency repair handling	20 Points
F. Employee qualifications as Emergency Vehicle Tech (EVT) and years experience with emergency vehicles.	15 Points

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal's written name, title, address, and telephone number (see Attachment 4).

One (1) original and three (3) copies of the proposal, clearly marked "**RFP#1183: Fire Apparatus Maintenance & Repair**" and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, May 8, 2014 at the following address:

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

Proposals will be opened on May 8, 2014 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.

VI. Late Proposals Not Considered

Proposals must be received by 2:00PM local time on May 8, 2014 at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed proposals will not be accepted.

VII. Addenda To RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, City of Springfield will post addenda on the City website (www.springfield-or.gov) and will make reasonable effort to provide 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.

Addenda, including but not limited to City's response to Equal Specification determinations, may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov. Prospective Proposers are requested to confirm receipt of downloaded Addenda by email to City of Springfield, Attn: Jayne McMahan at the above email address.

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.

VIII. Contract

The successful Proposer will be expected to enter into a contract with the City. An example of said contract is attached herein as Attachment 5.

Contract shall commence on a date agreed upon by both parties and shall continue for one year unless, extended, modified, or terminated as provided in the contract. Contract may be extended for additional one-year periods upon compliance with the provisions of the contract and agreement of both parties.

IX. Reporting And Payment

CITY shall pay winning Proposer upon receipt, inspection and acceptance of repairs/maintenance in accordance with agreed upon terms and conditions. Supplier shall deliver to the City of Springfield the services described herein.

X. Negotiation Of Agreement

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made by the evaluation committee, Staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for award.

XI. 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.

XII. 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 Proposers will be treated in the same manner as City's own records.

After proposal 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.

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

XIII. 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:

Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
Fax: (541) 726-3782

City will make every 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 home page (www.springfield-or.gov), click on the Purchase/Contracts page). Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements.

XIV. Specification Change Requests

A prospective Proposer may deliver to Jayne McMahan a written request for change to any of the specification listed in this Request for Proposal. Such request shall be delivered on or before **April 28, 2014**. 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 proposal changes to the specifications.

The City will review the specification change request and notify the prospective Proposer 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 Proposal.

A submission of an equal specification is not a specification change request.

XV. Protest

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 an who desires to protest said award shall submit within 7 days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

Failure to file a protest as specified herein waives Proposers right to pretest 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

XVI. Cost Of Proposal

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

ATTACHMENT 1

FIRE APPARATUS MAINTENANCE & REPAIR SPECIFICATIONS

NOTE: "BRAND NAME OR EQUAL SPECIFICATION" MEANS A SPECIFICATION THAT USES ONE OR MORE MANUFACTURERS' NAMES, MAKES, CATALOG NUMBERS OR SIMILAR IDENTIFYING CHARACTERISTICS TO DESCRIBE THE STANDARD OF QUALITY, PERFORMANCE, FUNCTIONALITY OR OTHER CHARACTERISTICS NEEDED TO MEET THE CONTRACTING AGENCY'S REQUIREMENTS. SUCH SPECIFICATION AUTHORIZES BIDDERS OR PROPOSERS TO OFFER GOODS OR SERVICES THAT ARE EQUIVALENT OR SUPERIOR TO THOSE BRANDS NAMED OR DESCRIBED IN THE SPECIFICATION.

1. **INTENT OF SPECIFICATIONS**

It shall be the intent of these specifications to cover the furnishing and delivery of fire apparatus maintenance and repairs for the City of Springfield, Department of Fire & Life Safety's apparatus fleet. These detailed specifications cover the requirements as to the type of qualifications and service to which the successful proposer shall conform. Minor details, which are not otherwise specified, are left to the discretion of the contractor.

Apparatus covered by this agreement shall include, but are **not limited to**:

2013 Pierce Aerial
2010 Pierce Velocity Pumper, 3 each
2004 Pierce Contender Pumper
2011 Pierce Interface Engine
1997 Pierce Saber Pumper
1995 Pierce Saber Pumper
2003 E-One 75' Aerial
1998 Tender
2013 North Star Medic Unit (2 units)
2006 Freightliner Medic Unit (other model years as well)
2009 International Medic Unit (2 units)

1.1. **General Specifications**. The following are specifications applicable to the apparatus requested.

1.1.1. Industry Requirements. Apparatus repairs and maintenance must meet or exceed all current applicable requirements of the following organizations:

1.1.1.1. American National Standards Institute (ANSI)
1.1.1.2. American Petroleum Institute (API)
1.1.1.3. American Society of Mechanical Engineers (ASME)
1.1.1.4. American Welding Society (AWS)
1.1.1.5. Environmental Protection Agency (EPA)
1.1.1.6. Federal Highway Administration (FHWA)
1.1.1.7. Federal Motor Carrier Safety Administration (FMCSA)
1.1.1.8. Federal Motor Vehicle Safety Standards (FMVSS)
1.1.1.9. Federal Transportation Administration (FTA)
1.1.1.10. International Standards Organization (ISO)

1.1.1.11. Joint Industry Council (JIC)
1.1.1.12. National Electrical Code (NEC)
1.1.1.13. National Fire Protection Agency (NFPA)
1.1.1.14. National Highway Traffic Safety Administration (NHTSA)
1.1.1.15. Occupational Safety and Health Administration (OSHA)
1.1.1.16. Society of Automotive Engineers (SAE)
1.1.1.17. Sound Emission Analysis (SEA)
1.1.1.18. State of Oregon Motor Vehicle Code
1.1.1.19. Tire and Rim Association (T&RA)
1.1.1.20. U.S. Department of Transportation (DOT)

1.2. Proposals shall only be considered from companies that have an established reputation in the field of fire apparatus maintenance and have dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in proposer proposal.

1.3. Each proposer shall furnish satisfactory evidence of their ability to perform work on the Springfield Fire apparatus fleet, and shall state the location of the facilities where the apparatus maintenance is to be performed. The proposer shall also show that the company is in position to render prompt service and to furnish replacement parts.

1.4. Proposer shall include a description of their ability to perform or provide for annual pump and ladder testing in compliance with NFPA and UL testing requirements. Estimated cost of each test type shall be included as part of the cost analysis (Attachment 2).

1.5. Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed description of the mechanic's qualifications to work on fire apparatus, record keeping systems used, and Proposer's ability to handle 24-hour service coverage.

2. QUALITY AND WORKMANSHIP

The successful Proposer shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field.

2.1. **Qualifications.** Proposer shall submit the level of certification held by each mechanic that may be assigned to work on Springfield fire apparatus. Certifications specific to the requirements of NFPA standards are mandatory.

2.1.1. Include in proposal the number of service employees, technical certifications of each employee, and number of years of experience as an emergency vehicle technician (EVT) by each employee.

2.1.2. Describe in detail the scope of services Proposer is ready, willing and able to provide. Include description of those services Proposer would outsource to 3rd party (i.e. transmission repair, alternator work, body & fender repair, etc.).

2.1.3. Describe in detail the method Proposer would use to handle 24-hour service coverage and average response time for emergency call outs.

2.1.4. Proposer shall provide average turn-around time for routine repairs and maintenance.

2.1.5. Proposer will address how follow-up or repeated repairs on the same apparatus shall be handled.

2.1.6. Proposer shall describe their availability for on-site assessment of apparatus issues and their availability to pick-up and delivery apparatus to Springfield Fire stations.

2.1.7. A road test shall be conducted with the apparatus after maintenance/repairs are made to ensure the maintenance or repair was successful.

2.2. **Welding.** Welding shall not be employed in the repair or maintenance of the apparatus in a manner that shall prevent the ready removal of any component part for future service or repair.

2.2.1. All steel welding shall follow American Welding Society D1.1-2004 recommendations for structural steel welding.

2.2.2. All aluminum welding shall follow American Welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum.

2.2.3. All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

2.2.4. Employees classified as welders must tested and certified to meet American Welding Society codes upon hire and every three (3) years thereafter.

3. **INFORMATION REQUIRED**

3.1. The Proposer shall supply quarterly summary reports on each apparatus serviced in that quarter, including routine maintenance performed and any repair work completed. Reports shall include the information in Attachment 3, in Excel format, submitted via email to a designated recipient.

3.2. The Proposer shall supply, when requested, complete maintenance/repair records on any/all apparatus within 2 working days.

3.3. Proposer shall provide operations manuals, training and/or other information as needed to safely operate systems and equipment changed/added by Proposer.

3.4. Proposer will be expected to recommend routine service intervals on each apparatus, in keeping with manufacturer's warranty requirements and industry norms.

4. **TESTING AND PERFORMANCE REQUIREMENTS**

A road test shall be conducted with the apparatus

5. **TRAINING** The proposer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

6. **SERVICE REQUIREMENTS**

Each proposer shall furnish satisfactory evidence of its ability to render prompt service and to furnish replacement parts by showing where local service will be furnished. Information to be provided shall include:

- physical location of the facility (not more than 50 miles from Springfield, Oregon) & distance from each Springfield Fire Station.
- ownership,
- description of the service facility,
- number of mobile service units,
- parts inventory value.

7. **SCHEDULE AND EXPENSE ITEMIZATION (Attachment 2)**

7.1. Proposer shall provide a detailed breakdown of the following costs:

7.1.1. Shop time / $ per hour

7.1.2. Rates for apparatus pick-up / delivery to station

7.1.3. Emergency response / call- out rates

7.1.4. NFPA Inspection rates (annual/semi-annual)

7.1.5. Parts mark-up percentage %

7.1.6. Cost to handle outsourced (3rd party) repairs (i.e. alternator, transmission, or other repairs not handled in-house)

7.1.7. Miscellaneous other charges (i.e. HAZMAT disposal fees, etc.)

8. **INVOICES**

8.1. Proposer shall send detailed invoices

8.1.1. Sent to City within five (5) working days of service

8.1.2. Detailed invoices include

8.1.2.1. Invoice #
8.1.2.2. Vendor contact information complete with phone #
8.1.2.3. Fleet #
8.1.2.4. Model #
8.1.2.5. Mileage
8.1.2.6. License
8.1.2.7. Date In and Date Out
8.1.2.8. Date of repair
8.1.2.9. Quantity of part or hours (increments of 15 minutes)
8.1.2.10. Part number and description
8.1.2.11. Cost per part
8.1.2.12. Extended cost for parts or hours
8.1.2.13. Third party or outsourced supplier name, description of service or part and cost
8.1.2.14. Net 45 days terms
8.1.2.15. No services charges for delayed payment
8.1.2.16. No markup on third party charges
8.1.2.17. No markup on freight charges

ATTACHMENT 2
SCHEDULE AND EXPENSE ITEMIZATION

(Proposer shall provide a detailed cost breakdown in this format.)

Item:	**Charge/per:**	**Comments:**
Shop Rate	$/per hour	
Pick up & Deliver to fire station	Per roundtrip	
Call-out/emergency rate	$/per hour	
NFPA Inspection (annual)	Est. per inspection	
NFPA Inspection (semi-annual)	Est. per inspection	
HAZMAT Fees		
Parts Mark-up %		

ATTACHMENT 3
REPORTING REQUIREMENTS

1. The Proposer shall supply quarterly summary reports on each apparatus serviced in that quarter, including routine maintenance performed and any repair work completed. Reports shall include the information in Excel format, submitted via email to a designated recipient.

2. The follow information shall be included in all quarterly reports:

   2.1. Date of Service (all service dates for all apparatus)
   2.2. City ID #
   2.3. Apparatus Make &Model
   2.4. Model Year
   2.5. VIN #
   2.6. Mileage(s) at time of service
   2.7. Note whether "Routine Service" or "Other" – explain if "Other"
   2.8. Description of Service Performed
   2.9. Part Numbers of parts used on each service
   2.10. Cost per part, # used, Total parts Cost
      2.10.1. If outside vendor is used, include a copy of vendor's invoice and note work completed.
   2.11. Labor hours used, Cost per hour, Total Labor Cost
   2.12. Shipping and/or other costs
   2.13. Total Cost for Services Performed (on each Apparatus)
   2.14. Date of Last Routine Service (on each Apparatus)
   2.15. Date of Next Schedule PM (on each Apparatus)
   2.16. Date of Last NFPA-required Inspection (on each Apparatus)

3. A single spreadsheet with all apparatus serviced in the calendar quarter is sufficient. Sample spreadsheet shall be provided upon request.

ATTACHMENT 4

Authorization to Legally Bind Bidder

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

_____ _____

(Signature of person authorized to bind Bidder) **Dated**

_____

Print Name of Person Signing as authorized to bind Bidder

_____	_____
Firm Name	**Phone**
_____	_____
Address	**Fax**
_____	_____
City, State, Zip	**email address**

CITY OF SPRINGFIELD

INDEPENDENT CONTRACTOR AGREEMENT

(Type 4: For Personal Services Contracts Not Requiring Professional Liability Insurance)
Contract # TBD

Dated:

Parties: City of Springfield ("CITY")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

("Independent Contractor")

Additional Independent Contractor Information:

A. Type of Entity: ☐ Sole Proprietorship ☐ Partners ☐ Limited Liability Company ☐ Corporation
B. Address:
C. Telephone:
D. Fax No:
E. SSN or Fed. I.D. No:
F. Professional License(s) No:
G. Oregon Agency Issuing License:
H. Foreign Contractor ☐Yes ☐ No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment "1" attached hereto and incorporated herein by this reference and in an amount not to exceed $_____.

2. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the fire apparatus maintenance and repair services described in Attachment 1 (INDPENDANT CONTRACTOR name and RFP response date).

3. **Invoice.** Invoice to be sent to Jana Sorenson, City of Springfield, 225 5th Street, Springfield, OR 97477. Invoice will be paid on net 30 day terms upon City acceptance of work or services performed.

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until June 30, 2015, unless earlier terminated in accordance with the provisions of this Agreement or by

SAMPLE

mutual consent of the parties. This agreement may be amended annually, to extend the term stated herein, for not more than three successive one-year periods, upon mutual agreement of the parties. In addition, at the time of amendment, City will set the amount of the contract for the following term of the agreement. In negotiating any extension, City shall consider the requirements of the SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.

5. **Sourcing.** Independent Contractor was awarded contract pursuant to the City's RFP#1183 Fire Apparatus Maintenance and Repair issued April 8, 2014.

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: Jana Sorenson, PH: 541.744.4150, jsorenson@springfield-or.gov

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, it's 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

SAMPLE

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 or 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 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

16.3 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.

16.4 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)**

16.5 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.

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

16.7 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.

SAMPLE

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

SAMPLE

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.

SAMPLE

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

CITY OF SPRINGFIELD:		**INDEPENDENT CONTRACTOR**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	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 <u>any three</u> of the following <u>six</u> 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.

SAMPLE

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).

SAMPLE

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 contactor 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)

SAMPLE

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/