



Request for Proposal #1188

Mural Professional Services

Reproduction of Simpsons Copyrighted Art Work - Wall Mural

City of Springfield
City Manager's Office
Springfield, Oregon 97477

June 11, 2014

Project Overview

The City of Springfield, is seeking proposals from qualified professional muralists/painting contractors to join with us to help create pop-culture mural on the west side of the Emerald Arts building located at 500 Main Street in Downtown Springfield.

Through a partnership with 20th Century Fox, Matt Groening, creator of The Simpsons television program – has produced an original work of art for Downtown Springfield, Oregon. The design includes input from the City of Springfield, Emerald Empire Arts Association, and final approval from Matt Groening.

Below is a partial “teaser” section of the mural, representative of the character modeling and background of the full 15X30 piece. The full mural will be released to the selected muralist/painting contractor.



I. Overall Project Description and Scope of Work

The City of Springfield’s purpose for issuing this RFP is to establish a contract with a professional muralist/painting contractor. The mural is a partnership between the City of Springfield and the Emerald Empire Arts Association. The City of Springfield has budgeted \$10,000 for the entire project.

The location of the mural will be a wall on the west side of Emerald Arts building at 500 Main St in Springfield Oregon. As noted, the City has been provided with a mural design – the successful artist will be reproducing this artwork.

The successful muralist/painting contractor's proposal will be responsible for the preparation of the reproduced design including, but not limited to, design, layout and art production. The space is rectangular, 32 feet long by 17 feet high. The wall is terminated at the ground meeting the sidewalk at a ninety degree angle. A photograph of the wall is provided with this Request for Proposals (See ATTACHMENT 1), but interested muralists are encouraged to visit the site to further evaluate the wall.

The muralist will be responsible for all materials, including paint, brushes and scaffolding needed to complete the project. The muralist is responsible for an accurate reproduction of the piece as it is depicted in the design. The muralist will be responsible for preparing the site for the mural in accordance with Golden Acrylic Artist Colors; <http://www.goldenpaints.com/technicaldata/murals.php>. The city will assist with developing a plan for any sidewalk or street closures needed during the installation of this artwork.

The mural image is owned by Twentieth Century Fox Licensing & Merchandising and is subject to the limitations of an agreement between the City and the owner. Twentieth Century Fox – through an agreement with the City, will allow the installing painter/contractor to include the image in his/her/its business portfolio. Fox does not grant permission for any other uses by the artist. Twentieth Century Fox will provide the illustration of Proprietary Subject Matter and will depict character representations of “Homer Simpson”, “Marge Simpson”, “Bart Simpson”, “Lisa Simpson”, and “Maggie Simpson” derived from the television series “The Simpsons”. The City's agreement with Fox requires that Matt Groening's signature must appear on the illustration and once approved by Fox may not be retouched, modified or otherwise reproduced or used.

Artists will begin work around July 23, 2014 and complete work in time for a potential dedication in Mid-September, 2014

The City encourages local muralists/painting contractors to apply.

III. Proposal Submission Requirements

Content requirements

1. **General** – Proposals will be clear and concise. 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. Submissions must include the items organized and numbered to correspond to each requirement below.
2. **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual. The letter must contain your proposal, a statement of how you propose to accomplish the work and affirm that you accept all terms and conditions of the Request for Proposals, including the Attachment 2 Sample Contract terms and conditions. The letter must designate the Proposer's contact person during the Proposal review process. Also, identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon. Include a statement of the firm's ability to begin work July 23, 2014 and a statement that the submission is a firm offer for a 90-day period.
3. **Experience** - Include a detailed statement of the qualifications of the muralist. This should include muralist prior work. Qualifying activities should include some combination of the following: education and training as an artist; an exhibition record in museums; commercial art galleries, and/or non-profit art spaces; previous public or private commissions; participation in artist-in-residency programs; or other related activities indicative of a professional art practice. Artists must have experience creating or painting, or reproducing large mural artworks, preferably on large exterior walls, and must also have experience using scaffolding during the creation of such mural.

4. **Resumes-** Include a resume(S) for the muralist assigned to this engagement.
5. **Approach -** The proposal should set forth a work plan.
6. **Work Examples-** Image CD or jump drive with up to 16 clearly labeled images of related past work in JPEG format. (Minimum four images per artist if working as a team.)
 - A. Name each image with the following format in the order you want them to appear: lastname__rstnameimagenumber.jpg. For example, filenames for artist Pablo Picasso would be Picasso_pablo01.jpg, Picasso_pablo02.jpg, Picasso_pablo03.jpg, and so on.
 - B. Label all files clearly with the artist's name, team name or studio name. The City of Springfield is not responsible for distortion or alteration of images as they appear on monitors as projected.
 - C. Movie clips on CD, DVD or jump drive accompanying the digital images must be cued and no more than three minutes maximum length. Movie clips must be formatted in Windows Media Player or QuickTime only.
 - D. An annotated image list of past works that clearly indicates the title, dimensions, materials, date of work, and locations, as well as project budget and commissioning entity, if applicable. Image names must match image names on the annotated list and be in the exact same order. A thumbnail image adjacent to each list entry is highly recommended to assure the panel understands what they are seeing.
7. **Protective Coating -** A suggested method for a protective coating that will be applied to the mural after completion.
8. **Maintenance Plan -** Describe the material and processes used (so that repairs can be made) and a schedule of required maintenance (such as the replacement of an anti-ultraviolet coating, how repairs will be made, inspections and maintenance, ect.).
9. **Fee Proposal -**The fee proposal must list the total breakdown of costs: personnel costs and all out-of-pocket expenses including the estimate for a protective coating that will be applied after completion.
10. **Timetable –** Provide a detailed timetable for the project. The mural must be completed by September 10, 2014.
11. **References -** Provide a minimum of three (3) references for muralist services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.
12. **Signed Attachment #3 –** Authorization to Legally Bind Bidder
13. **Signed Attachment #4 –** Minority Women Emerging Small Business Form (MWESB)

IV. Evaluation and Selection Criteria

A committee comprised of representatives from the City, Emerald Empire Arts Association and the Springfield Arts Commission will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below.

- a. Proposal Evaluation Criteria

Criteria	Possible Points
1. Experience	
A. Resume	20
B. References	20
C. Images	30
D. Ability to reproduce Simpson's Artwork/Design	10
2. Cost	20
Total	100
Oral Presentation for selected artists(s) (if any)	20
Grand Total	120

b. Oral Presentations (if any) and Final Scoring

- i. After the proposals have been evaluated and finalist firms have been identified, those firms may be invited to make an oral presentation to a committee comprised of representatives from the City, and of the board of the Emerald Empire Arts Association and the Springfield Arts Commission.
- ii. The presentations would provide the muralist an opportunity to answer any questions or provide clarifications to the committee.
- iii. The committee will score the firm's presentations in the context of the criteria listed above and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled.

c. Tie Breaker

- i. In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Cost. If these scores are also tied, then by taking the highest scoring proposer based on their Experience.

d. The final selection will be reviewed and approved by Matt Groening prior to moving forward.

V. Schedule for Selection Process

RFP Package Available	June 11, 2014
Optional Meeting	June 17, 2014 2:00pm
Muralist Questions Due (if applicable)	July 3, 2014 noon local time
City Response to Questions Due (if applicable)	July 7, 2014
Proposals Due by	July 10, 2014 2pm local time
Review & Interview (if applicable)	July 17, 2014
Intent to Award Notice (approximate)	July 21, 2014
Contract Award (approximate)	July 22, 2014
Mural Completion	September 10, 2014

Prospective Proposers may contact Jayne McMahan by email at jmcmahan@springfield-or.gov for further information regarding this process or to ask questions. Contact with other City officials may be grounds for disqualification. Please note that the City of Springfield has implemented this policy to ensure fairness and

transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project's lead staff person, who then prepares a written reply. Ms. McMahan, in turn, posts the questions and responses in an Addendum. Follow-up questions may continue to be submitted in this fashion until noon local time July 3, 2014.

Prospective Proposers are encouraged to register with jmcmahan@springfield-or.gov to stay in touch with the project and to receive any updates.

VI. Instructions to Proposers

Each Proposal must include one (1) original signed submission, six (6) printed copies clearly marked "**RFP# 1188 Mural Professional Services**" and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than 2pm, local time, **July 10, 2014** at the following address:

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

VII. Late Proposals Not Considered

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

VIII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page to be linked to the ITB/RFP page where the document titled **RFP#1188 Mural Professional Services** is linked). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. 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 Proposal. The 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 Proposal, the decision of the City shall be final and binding upon all parties.

IX. Contract

The successful Proposer will be expected to enter into a professional services 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. A sample contract is included as Attachment 2.

X. City Selection Discretion

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

XI. Proposal Ownership

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

After opening, all Proposals become part of the public record 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 J. Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XII. Exceptions/Comments to Request for Proposal

If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process or desire a change to any of the specification's herein, concerns, comments or requests may be submitted in writing to:

Jayne McMahan, Procurement and Contracts Manager
Springfield Finance Department
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
jmcmahan@springfield-or.gov

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP# 1188 Mural Professional Services**). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before noon local time **May 13, 2014**.

XIII. Requests for Change

Requests for change must be delivered no later than noon local time **May 13, 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; and
- 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 closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

XIV. Cost of Proposal

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

ATTACHMENT 1

Mural Location

500 Main St. Springfield, OR 97477



5. **Sourcing.** Independent Contractor was chosen through RFP#1188 issued June 10, 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: [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. **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 15 shall not negate Contractor's obligation in this paragraph.
15. **Insurance.**
15. 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 15 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

15.2 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

15.3 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.

15.4 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)

15.5 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.

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

15.7 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.

- 16. 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.
- 17. 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.

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
28. **Permitted Use.** The Mural, (which is Proprietary Subject Matter, owned by Twentieth Century Fox ("Fox")), will be depicting character representations of "Homer Simpson", "Marge Simpson", "Bart Simpson", "Lisa Simpson", and "Maggie Simpson" derived from the television series "The Simpsons". Fox shall provide the illustration for installation by the CITY. Matt Groening's signature will appear on the illustration. Neither the illustration nor the signature may be retouched, modified or otherwise reproduced or used, except as otherwise specifically provided hereunder. The Mural may be utilized solely in connection with the mural, to be painted on the side of the Emerald Art center. Fox and CITY have agreed that the following uses of the Mural are permitted:
- a. Members of the public may photograph the Mural for personal use only;
 - b. By the installing Painter/Contractor in his/her/its business portfolio
29. **Nature of Use.** The Mural shall not be used by Independent Contractor in a manner which would be derogatory to or critical of the Property, to the characters depicted therein, or to the persons involved with the making of the Mural.
30. **Restrictions of Use.** Except as specifically set forth herein, Independent Contractor shall not use the illustration, the Matt Groening handwriting font, or the name of Fox for any purpose other than as specifically set forth in Paragraph 28 herein. Independent Contractor shall not have the right to license or authorize any third party to use, reproduce, exploit, distribute, exhibit or broadcast the Illustration except as may be necessary to execute the permitted uses set forth in Paragraph 28 herein. Independent Contractor shall not use, reproduce, exploit, distribute, exhibit or broadcast the illustration except as may be necessary to execute the permitted uses set forth in Paragraph 28 herein.
31. **Copyright.** Independent Contractor will place on the Mural a copyright notice, in compliance with the requirements of the U.S. Copyright Act, the Universal Copyright Convention and the Berne Convention any other applicable copyright laws and treaties, which reads substantially as follows: "THE SIMPSONS" TM & © 2014 Twentieth Century Fox Film Corporation. All rights reserved.
32. **Special Provisions.** Fox has retained the right of prior approval in its sole discretion over the following (including any revisions made to items previously approved) with such right of approval only to be exercised in writing:
- a. Illustration: final approval over the Illustration as well as final approval over the Illustration as it appears on the Mural.
 - b. Proprietary Subject Matter and/or Property: any additional proposed uses of the Proprietary Subject Matter and/or Property.
33. **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.
34. **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:

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

INDEPENDENT CONTRACTOR

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

SAMPLE

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 3

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

Title of Person signing as authorized to bind Bidder

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/>