

## **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](mailto:jmcmahan@springfield-or.gov)

Information to be provided:

- “RFP# 1255 Downtown On/Off Street Enforcement & Permit Management Pilot Program” 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/RFPAGE.HTM> to check for any available addendum to current opportunities, cancellations or intents to award posted.

**CITY OF SPRINGFIELD  
OREGON**

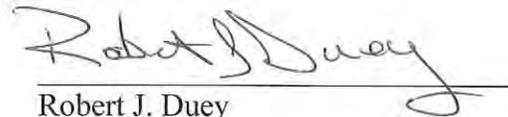
**Request for Proposals# 1255  
City Manager's Office**

**Downtown On/Off Street Enforcement & Permit Management Pilot Program**

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 31st of March, 2015 and opened at 2:00 p.m. local time the same day, for proposals regarding Parking Enforcement and Permitting Services. Sealed proposals must be marked "**RFP#1255 Downtown On/Off Enforcement & Permit Management Pilot Program**".

Proposal packets are available on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP #1255 Downtown On/Off Enforcement & Permit Management Pilot Program*) or by contacting Jayne McMahan at (541)726-3708 or by email: [jmcmahan@springfield-or.gov](mailto: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  
Finance Director  
City of Springfield, OR

Publication Schedule:  
The Register Guard:

March 10, 2015



# **Request for Proposal**

## **#1255**

**Downtown On/Off Street Enforcement & Permit Management  
Pilot Program**

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

**March 10, 2015**

## I. Project Overview

### Program Mission Statement

Create a positive Downtown experience for all visitors and businesses by providing convenient, responsive, and fair parking solutions.

## II. Overall Project Description and Scope of Work

The City of Springfield's purpose for issuing this RFP is to establish a contract with a qualified firm to provide on and off street parking enforcement and permits as a pilot program. This work should be performed to support the mission statement of the program. The scope of entire scope of services is described in Attachment 1 - Scope of Work.

## III. Proposal Submission Requirements

Your response to the Request for Proposal must contain all of the information requested along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. Submissions must include the items organized and numbered to correspond to each requirement below:

### 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.
- 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/firm. The letter must introduce the proposal, provide an overview of your understanding of this project and your qualifications according to the Attachment 1 Statement of Work. Further, the cover letter must affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 4 Sample Contract. The letter must designate the Proposer's contact person during the Proposal review process (include name, title, phone number and email address). Include a statement of the firm's ability to begin work April 21, 2015 and a statement that the submission is a firm offer for a 90-day period. 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.
- 3. Firm Qualifications and Representations**- Each proposer shall submit an Affirmative Statement that addresses each of the mandatory elements listed in section Attachment 1 – Scope of Work. Include a detailed statement of the qualifications of the firm. This should include organizational history in parking enforcement and permitting work.
- 4. Implementation Plan and Approach** - The proposal should set forth a work plan, including an explanation how your firm intends to execute, if chosen, the requirements and tasks outlined in the included Scope of Work. Include a timeline and action plan related, but not limited, to tasks required for initial start-up, hiring and training. The implementation plan and approach should outline all necessary tasks and associated timelines beginning at the point of contract award, through DATE when full enforcement begins. The implementation plan and approach should

also include tasks related to process improvement in the first six (6) months of full enforcement.

5. **Key Personnel** - A listing of all key personnel to be utilized to provide parking enforcement services and their experience with similar projects. Include an affirmative statement that unless the personnel leave your firm they will be those assigned to our account.
6. **Subcontractors**- Provide a list and description of tasks, qualifications, key personnel, and responsibilities of any sub-consultants you intend to use for this service.
7. **Fee Proposal** - A description and breakdown of costs included in your fixed fee rate necessary for providing enforcement as described in the Scope of Work.
8. **References** - Provide a minimum of three (3) references for parking enforcement and permitting services for organizations for which you have provided similar services within the last five years. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number.
9. **Signed Attachment #5** – Authorization to Legally Bind Bidder
10. **Signed Attachment #6** – Minority Women Emerging Small Business Form (MWESB)

#### **IV. Evaluation and Selection Criteria**

A committee comprised of representatives from the City and partnering agencies 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.

##### **1. Proposal Review**

- a. The proposals will be examined to determine that the firm satisfies the mandatory elements as identified in section IV.2.a. Firms who do not meet the mandatory elements will be eliminated from further consideration.
- b. Next the committee will use the selection criteria as identified in section IV.2.b. to score each proposal. Based on the strength of the Proposals received, the committee may elect to identify finalists and schedule appointments for presentations and/or interviews. Following the presentations and/or interviews, if any, the committee will make a final selection based on the best overall interests of the City of Springfield. The committee will rely on information provided in the Proposals and during interviews, if any, as well as information provided by references.

##### **2. Evaluation Criteria**

Proposals will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represent the criteria which will be considered during the evaluation process.

- a. Mandatory elements
  - i. The firm is properly licensed in the State of Oregon.

- ii. The firm does not have a record of substandard work, verifiable by communication with the Oregon Better Business Bureau and current and past clients.
- iii. The firm has provided similar services to similarly sized Cities in support of parking enforcement and permit sales.
- iv. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

b. Proposal Evaluation Criteria

Criteria	Possible Points
Parking industry operations management experience	35
References from and experience with recent customers and clients	15
Total fixed fee price	30
Proposed Operating Plan: Plan should include all auditing, sales and enforcement procedures and policies with regards to all requirements described in this RFP	50
Proposed start-up implementation plan and approach	20
<b>Total</b>	<b>150</b>
Oral Presentation/Interview for selected firms (if any)	50
<b>Grand Total</b>	<b>200</b>

c. Oral Presentations/Interview and Final Scoring

- i. After the technical proposals have been evaluated and finalist firms have been identified, those firms will be invited to make an oral presentation to the committee.
- ii. Presentations provide the managers and owners of the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted cost.
- iii. The committee will score the firm’s presentations in the context of the criteria listed in section IV.2b. of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 50 points on the presentation.
- iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of an enforcement firm will be made.

d. Tie Breaker

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 Proposed Operating Plan.

## V. Schedule for Selection Process

<b>RFP Package Available</b>	<b>March 10, 2015</b>
<b>Request for Clarification Due (if applicable)</b>	<b>March 17, 2015 at noon PT</b>
<b>City Response to Clarification Due (if applicable)</b>	<b>March 20, 2015</b>
<b>Proposals Due by</b>	<b>March 31, 2015 at 2pm PT</b>
<b>Review &amp; Interview (if applicable)</b>	<b>April 3, 2015</b>
<b>Intent to Award Notice (approximate)</b>	<b>April 7, 2015</b>
<b>Contract Award (approximate)</b>	<b>April 20, 2015</b>

Prospective Proposers may contact Jayne McMahan by email at [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov) for further information regarding this process or to request clarification. **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 and/or clarifications may continue to be submitted in this fashion until noon local time March 17, 2015.

## VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at [www.springfield-or.gov](http://www.springfield-or.gov) (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP# 1255 Downtown On/Off Street Enforcement & Permit Management Pilot Program**).

Each Proposal must include one (1) original signed submission, six (6) printed copies in package clearly marked "**RFP# 1255 Downtown On/Off Street Enforcement & Permit Management Pilot Program**" 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, March 31, 2015 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 March 31, 2015 at 2:00pm PST and 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](http://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# 1255 Downtown On/Off Street Enforcement & Permit Management Pilot Program**" 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 4.

## **X. Negotiation of Price Agreement**

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

## **XI. City Selection Discretion**

Springfield reserves the right to reject any or all proposals and to waive irregularities and informalities in the selection process. Springfield 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 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

## **XIII. Exceptions 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, concerns 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  
jmc\_mahan@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](http://www.springfield-or.gov) (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **“RFP# 1255 Downtown On/Off Street Enforcement & Permit Management Pilot Program”**). 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 March 17, 2015 at noon PST.

#### **XIV. Comments Procedure**

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time March 17, 2015. 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.

#### **XV. Protest Procedure**

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

An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award. Concerns must be submitted to:

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

## **XVI. 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

## Scope of Work

### I. Proposal Overview

The City of Springfield (City) is looking to provide enforcement of parking ordinances in downtown Springfield as well as the management of on and off-street daily permits. This is a new program for the City and the first time the City has permitted parking spots on publicly owned facilities. There are no parking meters on the streets within the Enforcement Area; however, most on-street and off-street parking is time limited. Most publicly owned parking facilities will have designated permit only parking areas for lessees who pay a monthly or quarterly fee. Any publicly owned parking facilities not designated for permitting will be for public parking with time limits.

The successful Contractor is anticipated to begin enforcement and permitting services during April, 2015 with a 2-3 month citation warning window prior to full enforcement on or before July 1<sup>st</sup>, 2015. The program will be considered a pilot enforcement and permit program with full enforcement activities occurring through June 30, 2016. The selected enforcement contractor will be responsible for issuing all citation warnings during the initial 2-3 month warning window as well as the following full enforcement and permitting.

### Program Mission Statement

Create a positive Downtown experience for all visitors and businesses by providing convenient, responsive, and fair parking solutions.

### Duration of Services

- The initial term of the contract with the selected contractor shall be approximately 14 months, dependent on contract award date. At this time, the contract is anticipated to begin at contract award in April, 2015 and continue through June 30, 2016.
- Enforcement in the initial 2 to 3 month window will substitute warnings for citations.
- During the initial warning window, permits should be made available for purchase.
- Full enforcement and citation to begin on or before July 1<sup>st</sup>, 2015 and continue for the contract duration, through June 30, 2016.
- Upon written consent, the contract may be extended for an additional two year term beginning July 1, 2016 and continuing until June 30, 2018.
- During the extension period, terms and conditions of the contract may be amended.
- Total duration of the contract shall not exceed 38 months.
- Unless there are substantial issues or deficiencies in the performance of the contract or the pilot program itself, it is the City's intention to complete the full 38 month period. It will be at the City's sole discretion whether to continue or terminate the program beyond the pilot time period.

### Minimum Requirements

Interested parties must meet the following minimum requirements in order to be considered:

1. Proper licensing in the State of Oregon.
2. No record of substandard work, verifiable by communication with the Oregon Better Business Bureau and current and past clients.

3. Firm has provided similar services to similarly sized Cities in support of parking enforcement and permit sales.
4. Adherence to the instructions in this request for proposal on preparing and submitting the proposal.
5. Ability to sell permits and access cards, record transactions, deposit receipts, and provide reports, and auditing processes.
6. Ability to manage, maintain and repair electronic revenue equipment, including software, hardware, and any electrical and mechanical components necessary to the enforcement of parking.
7. Credit Card Security. All merchant accounts must be PCI Compliant Tier 1. Successful Contractor shall provide the appropriate certification prior to receiving the contract.

## II. Scope of Services

1. Patrol Areas – The contractor shall be responsible for patrolling all streets in the designated downtown parking program area (map included as attachment 2). The area is defined as the west side of Mill Street to the east side of 10<sup>th</sup> Street and the south side of S. A Street to the north side of B Street. Patrol areas will also include the two blocks extending to the north side C Street between Pioneer Parkway East and the west side of 5<sup>th</sup> Street.
2. Number and Types of Parking Spaces (approximate) –
  - a. Zone A
    - i. 2 hour free on-street parking: 315 spaces
    - ii. 2 hour free off-street parking: 2 publically owned surface lots: 80 spaces total
    - iii. 4 publically owned daily permit surface lots: 100 permit-able spaces
  - b. Zone B
    - i. 3 hour free on-street parking: 335 spaces
    - ii. On-street daily permits: 335 permit-able spaces with quantity of permits issued in order to assure 85% occupancy for Zone B on-street parking is met.
    - iii. 1 publically owned daily permit surface lot: 20 permit-able spaces
3. Office – The contractor shall maintain an office within the Springfield Downtown. The office shall be, at minimum, open 3 days a week, between Monday and Friday, with open office hours from 8am to 5pm. The days and hours must be kept consistent. The contractor may propose to co-locate their office within another public entity’s office space. Approval of a co-location office will be at the sole discretion of the City. The City may also be able to provide suitable space, at City approval, located at 155 North 5<sup>th</sup> Street, Suite 110.
4. Public Phone Number – The City of Springfield will provide the contractor with a specific telephone number solely for the purpose of handling City of Springfield questions and complaints regarding on-street and off-street parking enforcement and parking ticket fines in the downtown area. The telephone number shall ring to the office and shall be answered by a supervisor or receptionist during normal business hours. The phone shall not be answered by the enforcement officer in the field during office hours.
5. Customer Service – The Contractor is responsible for ensuring all administrative and enforcement employees provide an excellent level of customer service, treating the public in a courteous, helpful, fair and equitable manner at all times.
6. Materials and Equipment – The Contractor is responsible for furnishing all supplies for both office and field work, including all citations and permits. Citation and permit forms must be approved by the City prior to use. The Contractor is also responsible for providing adequate

equipment to ensure immediate communication by and between themselves, their employees, and the City at all times. The Contractor is responsible for providing and maintaining any necessary pay equipment and ticketing equipment and software.

7. Enforcement of On and Off-Street Parking Regulations and Collection of Related Fees

- a. Enforcement Hours – The Contractor shall perform enforcement duties Monday through Friday between the hours of 8:00 am and 4:00 pm and Saturday from 10:00 am to 4:00 pm (46 patrol-able hours) in all Zones. The contractor shall provide a minimum of 20 hours and a maximum of 25 hours per week of dedicated enforcement patrol.
- b. Non-Enforcement Hours – An additional 5 hours per week, Monday through Friday, is designated for use by the Enforcement Officer for customer service, court time, researching vehicle registration information and other non-enforcement activity. These hours shall be known as non-enforcement hours. If the non-enforcement activity does not require the full 5 hours per week, the Enforcement Officer will spend that time enforcing on and off street parking. Any additional non-enforcement hours required of the contractor will be considered incidental to and included in the management and supervision time required of the contractor.
- c. Citation Issuance - The Contractor shall issue citations and warnings for parking violations when and where appropriate, within the designated Parking Enforcement/Patrol Area.
- d. Enforcement Routes – It is the Contractor’s responsibility to propose patrol routes and schedules, ensuring said routes and schedules alternate on a regular basis. The City requires that coverage is adequate, fair, regular, and consistent and reserves the right to require the Contractor to adjust patrol routes and schedules in order to attain the City’s goals.
- e. Continuity of Service – It is the Contractor’s responsibility to ensure continuity of service of weekly parking regulation enforcement in both on and off-street City facilities.
- f. Review and Planning for Improvement and Implementation – The Contractor shall review parking policy and procedure documents with City staff and shall continuously improve and clarify the Parking Enforcement program subject to the approval of City staff.
- g. Understanding of City Parking Operations – The Contractor shall become familiar with on and off-street City parking facilities, types, restrictions, and City policies for enforcement.
- h. Parking Code Interpretation – Any questions or confusion concerning the content or intent of any parking code or regulation shall immediately be brought to the attention of designated City staff or the City Manager’s Office.
- i. Contractor’s Accounting and Reporting System – The Contractor shall prepare an electronic, computerized accounting and reporting system for review and approval of City staff.
- j. Citation Process and Record Keeping and Reporting – Contractor shall issue citations, record transactions, deposit receipts, and provide reports. All deposits and record

keeping shall be performed with electronic, computerized cashiering and record keeping equipment. Records shall be maintained up to the minute at all times. Manual ledgers shall not be acceptable except as a temporary measure in the event of equipment or power failures. In such circumstances, all manually accumulated information shall be inputted into the database within 24 hours. Contractor will record all transactions, on a lot by lot basis, on a daily log sheet for deposit and auditing purposes. The daily logs will be tallied weekly and the totals will be submitted to the City by the close of business the following day. All issued citations must be accounted for and logged. The Contractor may provide other options to the record keeping and auditing process, as agreed to by the City.

- k. Submittal of Citations – Contractor will be required to submit daily parking citations issued to City of Springfield Municipal Court no later than the following workday morning. Issued citations should be made available on the Contractor’s internet website for review or payment, on the same day as issued.
- l. Citation Payment – The Contractor shall integrate an internet website for online transaction of citation payments with the [www.springfield-or.gov](http://www.springfield-or.gov). The website will allow customers to purchase permits and pay fines. The Contractor will work with the City to develop the website. The Contractor must also be prepared to take citation payments at their physical location in Downtown via cash or electronic transactions.
- m. Citation Supplies and Inventory – Contractor will account for all citations issued and printed, monitor the required supplies, and order additional supplies as needed. Contractor shall issue citations in a format and content as approved by the City. The materials and cost of the citations shall be included in the compensation payment from the City to the Contractor as agreed upon in the contract.
- n. Addition and Deletion of Citations - City has the right and ability to add or waive the citations on any on or off-street facility, at any time during the contract term, at its sole discretion.
- o. Holidays – Non-Enforcement Days – The Contractor shall not work on certain holidays. These holidays are:
 

New Year’s Day	Martin Luther King Day	President’s Day
Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Day
Veteran’s Day		

There may be other days or parts of days when the Contractor is instructed by the City not to patrol in certain areas due to special downtown events or inclement weather.
- p. Citizen Complaints – The line of contact for citizen complaints shall be as follows:
  - i. The designated Contractor Manager; then
  - ii. City of Springfield Parking Administrator (City Manager’s Office).

8. Management of Permit Sales – Management of permit sales includes monthly, quarterly and annual permit sales, which is comprised of sales, processing, and maintaining accurate records of permit revenues and distribution of all parking permits for on and off-street facilities. All revenue from permit sales will be turned over to the City of Springfield. The City of Springfield

maintains the authority to set permit rates and acceptable, if at all, levels of allowed permit 'oversell.'

- a. Continuity of Service – It is the Contractor's responsibility to ensure continuity of service of monthly permit sales. This includes, but is not limited to, monthly communication to permit holders related to status of current or expiring permit and, if applicable, communication related to issues with individual payments scheduled utilizing any provided automatic-renewal program.
- b. Review and Planning for Improvement and Implementation – The Contractor shall review permit sales policy and procedure documents with City staff and shall continuously improve and clarify the Parking Permit Sales program subject to the approval of City staff.
- c. Understanding of City Parking Operations – The Contractor shall become familiar with on and off-street City parking facilities, number of permits available per lot, types, restrictions, price of permits, and City policies for monthly permit sales prior to the start of full-enforcement.
- d. Contractor's Accounting and Reporting System – The Contractor shall prepare an electronic, computerized accounting and reporting system for review and approval of City staff.
- e. Notification to Permit Customers – The Contractor shall coordinate with City on notification to permit customers for various reasons. At times throughout the year, Contractor may be required to distribute information to the permit customers as part of a general or lot specific distribution.
- f. Monthly Permit Sales – The Contractor shall integrate an internet website for online transaction of permits with the [www.springfield-or.gov](http://www.springfield-or.gov). The website will allow customers to purchase permits and pay fines. The Contractor will work with the City to develop the website. The Contractor must also be prepared to take citation payments at their physical location in Downtown via cash or electronic transactions.
- g. Permit Sales Process and Record Keeping – Contractor shall sell permits, record transactions, deposit receipts, and provide reports in excel format. The Contractor may propose an alternative to excel format for the City to review. All deposits and record keeping shall be performed with electronic, computerized cashing and record keeping equipment. Records shall be maintained up to the minute at all times. Manual ledgers shall not be acceptable except as a temporary measure in the event of equipment or power failures. In such circumstances, all manually accumulated information shall be inputted into the database within 24 hours. Contractor will record all transactions, on a lot by lot basis, on a daily log sheet for deposit and auditing purposes. The daily logs will be tallied weekly and the totals will be submitted to the City by the close of business the following day. All printed permits not sold must be accounted for and logged. The Contractor may provide other options to the record keeping and auditing process, as agreed to by the City.
- h. Permit Supplies and Inventory – The City will be responsible for the design and printing of all permits. Once issued to the Contractor, it is the Contractor's responsibility to account for all supplied permits at all times. The Contractor is also responsible for monitoring the permit supplies and notifying the City, with 30 days advance notice, when

additional permits are needed. Contractor shall provide permit sales options and supply the permits, type and style as approved by the City. The materials and cost of the permits shall be included in the compensation payment from the City to the Contractor as agreed upon in the contract.

- i. Addition and Deletion of Permits - City has the right and ability to add or delete the number of lots, or permits sold on any lot, at any time during the contract term, at its sole discretion, with 30 days written notice to Contractor.
- j. City's Right to Sell and Distribute Permits - City has the right and ability to provide, sell, and distribute special permits or permit contracts either through City offices or through Contractor.

9. Supervision and Revenue Collection –

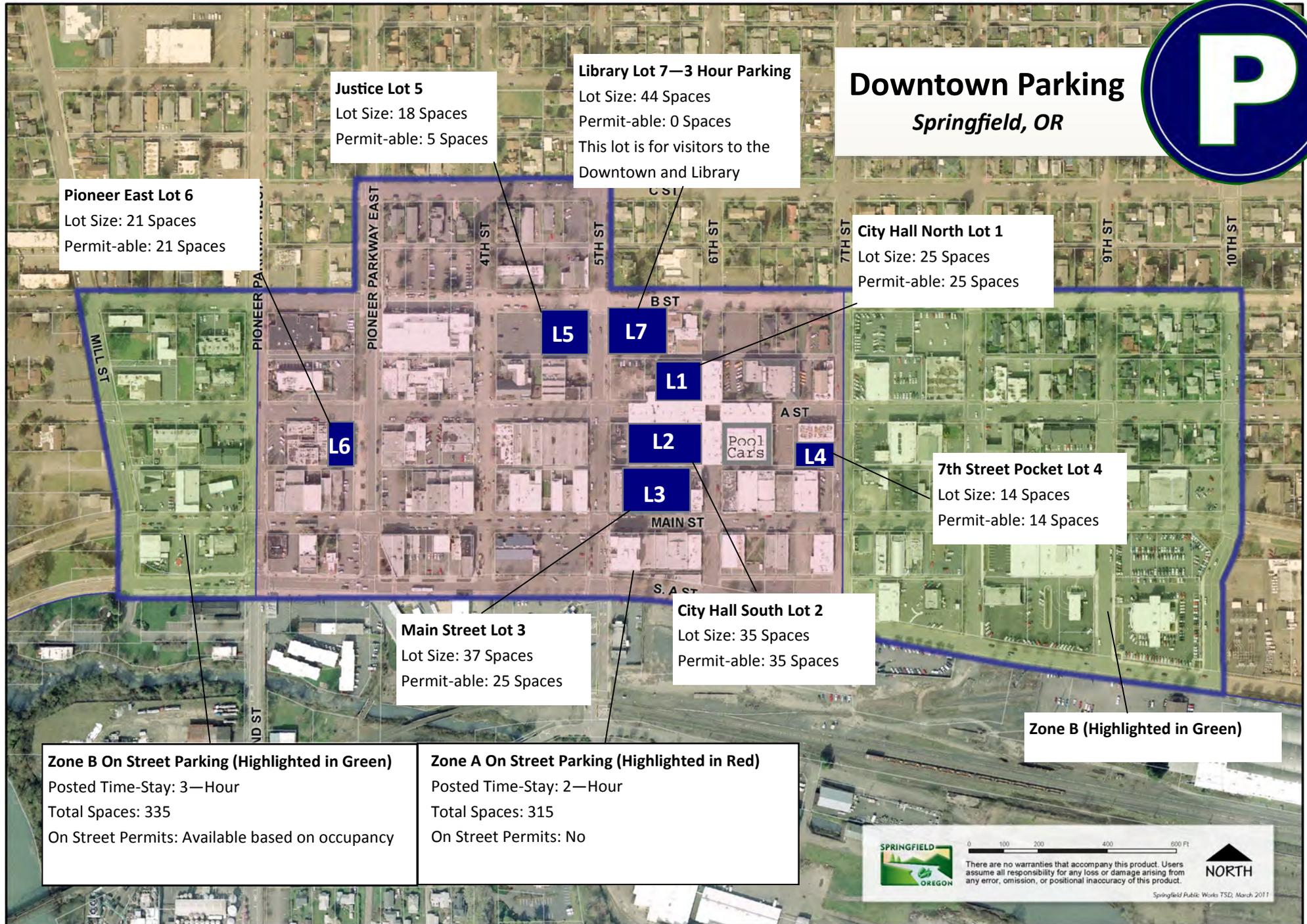
- a. Supervision – Contractor's employees will be under the day-to-day supervision of the Contractor. City staff may, from time-to-time, request information, or impose other supervisory demands upon the attendants. The circumstances of the situation will be communicated to the Contractor in a timely manner. The Contractor is solely responsible for the training and monitoring of the attendants. The City may, at its sole discretion, ask the Contractor to remove an attendant from enforcing in the City of Springfield.
- b. Taxes, Workers' Compensation, Unemployment Claims – It is the Contractor's responsibility to pay all taxes or claims required by Federal, State, or City laws.
- c. Reports – The Contractor shall audit and submit all revenue collection reports in excel, or an alternatively agreed upon, format as required by the contract. The Contractor will also submit time-sheet logs for all attendants with the months invoice. The reports the Contractor shall be required to submit to the City shall include (but not be limited to) the following:
  - i. Daily, weekly and monthly reports by shift, individual lot and parking zone, and total area, of all revenues collected, citations and warnings issued and collected, permits sold, revenue shortages and overages, and unaccounted tickets.
  - ii. All reports of such information shall be submitted in electronic formats as designated and approved by the City.
  - iii. All daily reports shall be submitted the day following the date of recording to the designated City staff contact, except for Saturday, Sunday and City holidays, information which shall be submitted the following business day.
- d. Fees, Fines and Collections – All revenue, fines and collections from parking citations or permit sales issued by the Contractor shall be collected by the Contractor. The Contractor will be the first line of contact for any and all complaints dealing with the issuance and/or collection of parking fees, fines or collections. The Contractor is not entitled to any part of the original parking fine. The Contractor is responsible for paying 100% of all fees, fines and collections received to the City Finance Department at the close of business each day as determined by the City.
- e. Fee, Fines, and Delinquency Structure – The City of Springfield shall establish fee, fine and delinquency rates and charges or surcharges for permits and citations issued in the Enforcement Area.

- f. Contractor's Invoice Submittal – The Contractor shall submit monthly invoices for the service for the preceding month. The invoice is to include a separate breakdown for each facility, showing individual employee hours worked by shift, day and week in accordance with Section 9.c.i.
  - g. Records – Contractor will keep records, at its own expense, of payroll, time sheets, register records, permit sales, and received complaints, for a minimum of three years, all of which will be available for audit, upon request, to the City during normal working hours.
  - h. Supervision & Revenue Control – The Contractor will be responsible for the overview and close supervision of the attendants, including, but not limited to, consistent, daily auditing of the revenue collected and deposited against the receipts and fee computer reports. Contractor shall follow any and all revenue, ticket, and permit control procedures as set forth by the City.
  - i. Consultation Services – The Contractor will discuss and consult with the City on parking management issues dealing with the City's parking operations.
  - j. Parking Attendant Uniforms – Operator shall furnish all employees uniforms approved by the City of Springfield. Uniforms shall present a professional look and fit the culture of Springfield. Employees will be attired in clean, un-tattered uniforms bearing the City of Springfield logo and stating: "as Operated by (Contractor's name)" and employees shall wear name tags to clearly identify themselves to the public and City staff.
10. Fixed Fee Contract –
- a. Pilot Enforcement Window – During the initial pilot enforcement window of 21 months, the City prefers an annual fixed fee, payable monthly, contract for payment with the Contracting entity. The annual fiscal year runs from July 1<sup>st</sup> through June 30<sup>th</sup> of the following calendar year. This fixed fee structure may be negotiated into an alternative structure at the close of the initial 14month contract.

**ATTACHMENT 2**



**Downtown Parking  
Springfield, OR**



**Justice Lot 5**  
Lot Size: 18 Spaces  
Permit-able: 5 Spaces

**Library Lot 7—3 Hour Parking**  
Lot Size: 44 Spaces  
Permit-able: 0 Spaces  
This lot is for visitors to the Downtown and Library

**Pioneer East Lot 6**  
Lot Size: 21 Spaces  
Permit-able: 21 Spaces

**City Hall North Lot 1**  
Lot Size: 25 Spaces  
Permit-able: 25 Spaces

**L6**

**L5**

**L7**

**L1**

**L2**

**L3**

**L4**

**7th Street Pocket Lot 4**  
Lot Size: 14 Spaces  
Permit-able: 14 Spaces

**Main Street Lot 3**  
Lot Size: 37 Spaces  
Permit-able: 25 Spaces

**City Hall South Lot 2**  
Lot Size: 35 Spaces  
Permit-able: 35 Spaces

**Zone B (Highlighted in Green)**

**Zone B On Street Parking (Highlighted in Green)**  
Posted Time-Stay: 3—Hour  
Total Spaces: 335  
On Street Permits: Available based on occupancy

**Zone A On Street Parking (Highlighted in Red)**  
Posted Time-Stay: 2—Hour  
Total Spaces: 315  
On Street Permits: No



0 100 200 400 600 FT  
There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.



Springfield Public Works TSD, March 2011

## ATTACHMENT 3

### Proposed Revenue, Ticket and Permit Controls

I. Revenue: Fees, Fines and Collections

All revenue, fines and collections from parking citations or permit sales issued by the enforcement contractor shall be collected by the contractor. The contractor is not entitled to any part of the original parking fine and is responsible for paying 100% of all fees, fines and collections received to the City Finance Department at the close of business each day.

II. Fee, Fines and Delinquency Rates

The City of Springfield establishes all fees, fines and delinquency rates and charges or surcharges for permits and citations issued in the enforcement area. The program fees, fines and delinquency rates, as proposed, are outlined below. Final rates will be approved and adopted by City Council in April, 2015

<b>Permit Fee Structures</b>				
<b>Name</b>	<b>Lot #</b>	<b>Rate Per Permit Monthly/Quarterly</b>	<b>Total Spaces</b>	<b>Total Permits For Sale</b>
<i>Premium Lots</i>				
City Hall North	1	\$30/\$90	25	25
City Hall South	2	\$30/\$90	35	35
<i>Non-Premium Lots</i>				
Main	3	\$15/\$45	37	23
7 <sup>th</sup> Street Pocket	4	\$15/\$45	14	14
Justice	5	\$15/\$45	25	5
Pioneer East	6	\$15/\$45	21	21
Library	7	No Permits Available	44	0
Pool	8	No Permits Available	N/A	0
<i>On-Street</i>				
Zone A	On-Street Permits	No Permits Available	315	0
Zone B	On-Street Permits	\$10/\$30	335	125

<b>Fine Structures</b>				
<b>Fine Type</b>	<b>Fine Amount</b>			
<b>Paid Within</b>	<b>30 Days</b>	<b>60 Days</b>	<b>90 Days</b>	<b>Collections</b>
Violation of Posted Parking Restriction(s)	\$16	\$32	\$64 - Max	Post 90 Days
Non-Sufficient Funds	\$25	\$50	\$100 - Max	Post 90 Days

**CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT**

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

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 services described in Attachment 1.
3. **Invoice.** Invoice and reports to be sent to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [accountspayable@springfield-or.gov](mailto:accountspayable@springfield-or.gov). Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #XXX

## ATTACHMENT 4

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until \_\_\_\_\_, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** Independent Contractor selected from RFP#1255 Downtown On/Off Street Enforcement and Permit Management Pilot Program issued March 2015.
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 Contact.**  
**Independent Contractor:** [insert name, ph# and email address]  
**CITY:** [insert name, ph# and email address]
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
15. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim,

## ATTACHMENT 4

liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 shall not negate Contractor's obligation in this paragraph.

### 16. Insurance.

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

**16.2 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.

**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

## ATTACHMENT 4

of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

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

**ATTACHMENT 4**

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

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

**CITY OF SPRINGFIELD:**

**INDEPENDENT CONTRACTOR**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT "A"**

**CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT**

**Independent Contractor Status**

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

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

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

**EXHIBIT "B"**

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

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

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

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

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

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

## ATTACHMENT 4

- 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 5**

**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/>