

# **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# 1670 Public Library Needs Assessment of Services and Programmatic Facility Design” 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/RFP/PAGE.HTM> to check for any available addendum to current opportunities, cancellations or intents to award posted.



**CITY OF SPRINGFIELD**  
**SPRINGFIELD PUBLIC LIBRARY**

**Request for Proposal**

**RFP# 1670**

Public Library Needs Assessment of Services and Programmatic Facility Design

City of Springfield, Oregon

**June 15, 2016**

## **I. Project Overview**

The City of Springfield requests proposals from qualified library design and planning firms for the purpose of developing a Library Needs Assessment and Programmatic Facility Design. The City seeks an architectural design / planning consultant who has specific experience in the review and quantitative analysis of existing and projected City Library services, needs, future trends, technology and facilities. The consultant should also have demonstrated experience in engaging the broader public in generating feedback and input and in integrating this information into strategic long-term assessments and a programmatic facility design.

## **II. Description of Current Library**

The 108 year-old Springfield Public Library has been in its present location for 35 years. It is located in the Springfield City Hall facility, includes 24,365 square feet of programmable space serving a community population of 60,000 citizens. This population is projected to reach 70,000 by the year 2020. While program attendance is steadily rising with over 27,000 children, parents, and adults attending scheduled events and programs in 2015, the Library's ability to accommodate this growth and provide needed services is constrained by the current space limitations.

Due to limited and inflexible space, it has become increasingly difficult to fully provide the advanced technology demanded by patrons. The role of the Library in the Springfield community has evolved far beyond what was conceived of by the original planners and designers. One marked example of this change is in the increased use of the library as a community gathering place. The Springfield Library has gone from hosting the individual scholar to providing a meeting space for a broader group of patrons and uses ranging from early literacy training to teaching seniors how to use tablet technology.

The Library serves 19,000 registered patrons 50 hours/week employing a staff of 13.5 FTE and more than 40 volunteers who contribute another 4,500 hours of labor. Library collections include print materials, DVD's, CD's, and digital content accessible through the Library's website ([wheremindsgrow.org](http://wheremindsgrow.org)). Each year sees 170,000 visits to the facility with an annual circulation of 370,000 items.

## **III. Proposal Submission Requirements**

Proposing firms response to the Request for Proposal must include all of the information requested along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions may 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 which 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 (a narrative demonstrating the Proposer’s understanding of Springfield’s needs, goal and objectives as related to this project) and describe the firm’s qualifications as indicated in Attachment 1: Scope of Work. Further, the cover letter must affirm that the Proposer accepts all terms and conditions of the Request for Proposal, including the 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 August 17, 2016 and a statement that the submission is a firm offer for a 90-day period. Identify whether you qualify as a 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 addressing the firm’s qualifications and relevant experience providing services similar to those outlined in Attachment 1 and answers questions in Attachment 2. Include a detailed statement of the qualifications of the firm and any intended subcontracting firms. This should include describing all library needs assessment and facility program design projects performed in the last five (5) years as well as any relevant library projects of similar size and scope completed within the last ten (10) years.

Include an electronic copy of a sample report of a similar nature prepared by the key members of the proposed consultant team (does not count towards the proposal’s 50-page limit).

**4. Implementation Plan and Approach** – The proposal should set forth a work plan and Gantt style timeline, including an explanation of how your firm intends to execute, if chosen, the requirements and tasks outlined in the Attachment 1 Scope of Work.

**5. Key Personnel** – A listing of all key personnel to be utilized on a project team for this work. Clearly specify the name and title of each individual and level of involvement in the project. Describe each team member’s professional qualifications, their individual experience and projects of a similar nature. Specify a Project Manager and primary contact person for project delivery. Include an affirmative statement that, unless the personnel leave your firm, they will be those assigned to our account. When replacing the personnel the firm will replace with equally qualified talent.

**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. References** – Provide a minimum of three (3) references for library planning, design and construction work for organizations which you have provided similar services within the last ten (10) years. The references should include, at minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include any City of Springfield staff.

8. **Completed Attachment #3 - Task and Cost Proposal** - A detailed description and breakdown of tasks and not to exceed costs for each task included in your proposal. The proposal shall include total person hours, hourly rates and cost by work task and function. Identify types of potential reimbursable expenses by cost and type.
9. **Additional Services** - If it should become necessary for the City of Springfield to request the Professional Services of the consultant to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Springfield and the firm. Any such additional work agreed to between the City of Springfield and the firm shall be performed at the same rates set forth in the Fee Proposal. Submit an hourly fee estimate for additional services that includes fees for the Project Manager, key technical support team members, or sub-consultants.
10. **Attachment #4 Sample Contract** - Acknowledgement in the Cover letter acceptance of the terms and conditions.
11. **Signed Attachment #5** – Authorization to Legally Bind Bidder
12. **Signed Attachment #6** - Minority Women Emerging Small Business Form (MWESB)

#### IV. Evaluation 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. Evaluation Criteria

- a. Proposals will be evaluated using the following criteria. Proposal Evaluation Criteria.

Criteria	Possible Points
Library needs assessment and facility program design experience	20
References from and experience with recent customers and clients	10
Timeline, Task ,and Cost proposal	30
Past performance with completing projects on time and within budget	10
Experience designing libraries as technology platforms and with flexible public meeting space	10

Experience designing facilities for communities similarly sized with Springfield (populations between 55,000 and 100,000)	15
Proposal Completeness	05
<b>Total</b>	<b>100</b>
Oral Presentation/Interview for selected firms (if any)	50
<b>Grand Total</b>	<b>150</b>

- b. Oral Presentation/Interview, if needed, and Final Scoring
- i. After the technical proposals have been evaluated and finalist firms have been identified, those firms may be invited to make an oral presentation to the committee.
  - ii. Presentations provide the owners, principles and managers of the firms an opportunity to answer any questions or provide clarifications to the committee or present their proposals; however, no additions to their proposal or changes are allowed to be made to those originally submitted.
  - iii. The committee will score the firm's presentations in the context of the criteria listed in section IV.1.a. 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 a consultant firm will be made.
- c. 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 experience designing facilities in communities similarly sized with Springfield.

## V. Schedule for Selection Process

<b>RFP Package Available</b>	<b>June 15, 2016</b>
<b>Request for Clarification Due (if applicable)</b>	<b>July 8, 2016 at noon PT</b>
<b>City Response to Clarification Due (if applicable)</b>	<b>July 12, 2016</b>
<b>Proposals Due by</b>	<b>July 18, 2016 at 2pm PT</b>
<b>Review &amp; Interview (if applicable)</b>	<b>August 3, 2016</b>
<b>Intent to Award Notice (approximate)</b>	<b>August 4, 2016</b>
<b>Contract Award (approximate)</b>	<b>August 17, 2016</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 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 July 8, 2016.

## **VI. Instruction 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#1670 Public Library Needs Assessment of Services and Programmatic Facility Design**). Each proposal must include one (1) original signed submission, six (6) printed copies in a package clearly marked "**RFP#1670 Public Library Needs Assessment of Services and Programmatic Facility Design**" 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 18, 2016 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 July 18, 2016 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 hyperlink **Purchase/Contracts** from the left menu on the home page to be linked to the ITB/RFP page where the document titled "**RFP#1670 Public Library Needs Assessment of Services and Programmatic Facility Design**" is linked). The City will make a reasonable effort to provide the addenda to Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any additional 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 the 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  
[jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov)

The City will make every effort to answer questions and, if warranted, 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 *Purchase/Contracts* hyperlink from the menu on the left side of the home page and then select the document titled **RFP#1670 Public Library Needs Assessment of Services and Programmatic Facility Design**). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposals must include, as part of their response, written exception to those requirements. Such requests shall be delivered on or before noon local time July 8, 2016.

#### **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 July 8, 2016. 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

The City of Springfield seeks proposals from qualified library design and planning firms for the development of a Library Needs Assessment and Programmatic Library Facility Design. The City seeks an architectural / planning consultant who has specific experience in the review and quantitative analysis of existing and projected City Library services, needs, future trends, technologies and facilities. The consultant should have demonstrable experience engaging the broader public in generating feedback and input and integrating this feedback and input into strategic long-term assessments and programmatic facility design.

Proposals and associated costs for scope of services should be organized into two (2) phases of work:

**Phase One (1)** – Experience, tasks and costs associated with development of a **Library Needs Assessment**. The Library needs assessment will provide the City Council and staff with information necessary to determine if Phase Two work should be initiated.

**Phase Two (2)** – Experience, tasks and costs associated with development of multiple (Minimum 2) Programmatic Library Facility Design alternatives based on findings of Phase One work. Phase Two work will only be authorized based on findings as part of the completed Phase One Library Needs Assessment and upon approval by the City Council and the project manager. Phase Two work is dependent on the outcome of Phase One and may not be completed.

1. Phase I Library Needs Assessment – During Phase 1 work the consultant shall:
  - a. Utilizing established professional library standards, recognized best practices and community and stakeholder feedback assess current library services and facility to determine the Library’s strengths and weaknesses and position to serve the community’s needs.
  - b. Include benchmarking to illustrate how the Library compares to other Libraries serving similar communities.
  - c. Analyze current and projected demographic data to align services, collections and programs to the service population.
  - d. Gather community input through a series of outreach activities including a minimum of three (3) stakeholder or advisory focus groups and two (2) community “open house” events, in order to assess needs, expectations and perceptions of the Library and its current and future role in the community.
  - e. With Library staff, City staff and partnering agency staff (TEAM Springfield) conduct analysis to identify needs and opportunities for improved services and access to resources.
  - f. Identify gaps in current service delivery and the existing facility based on current best practices and emerging trends.
  - g. Produce a report (printed and digital copies) to staff and Springfield City Council which includes;

- i.** Recommendations for facility and service changes including recommendations for improving future service delivery,
    - ii.** Design concepts and facility space planning diagrams, and
    - iii.** Make initial recommendation for either existing facility expansion/modification and/or new facility investment with tiered preliminary cost estimates.
  - h.** With Library staff deliver report and findings in a presentation to City Council in work session.
- 2. Phase 2 Programmatic Library Facility Design** – During Phase Two (2) work, if authorized to proceed following Phase One (1) report, by City Council and the project manager, the consultant shall:
- a.** Use the needs assessment and findings report completed in Phase 1 to select a preferred preliminary design concept in either the existing facility or at a new facility.
  - b.** Generate a Library facility program which includes design concepts and facility space planning diagrams for either modification/expansion in place or a new facility on property already under control by the City of Springfield.
  - c.** Gather community input on design concepts through a series of outreach activities including a minimum of two (2) stakeholder or advisory focus groups and two (2) community “open house” events, in order to assess the expectations and community response to the design.
  - d.** Use the needs assessment completed in Phase 1 to identify and recommend a range (more than one) of service delivery improvements and facility programming approaches which meet the identified future needs, service levels, priorities, goals and objectives of the existing and future Springfield community.
  - e.** Provide strategy, with estimated cost (Attachment 2) and timing of implementation (Gantt style chart) as well as ongoing operation cost estimates, for identified (Section I.2.b) service delivery improvements and programming approaches. These approaches may be multi-phased with costs and timing impacts identified for each phase.
  - f.** Identify gaps where the current facility or operations are insufficient to meet the recommended service delivery approaches and how to best provide these library services in the interim until the optimal situation can be accomplished.
  - g.** Draft and present a preliminary report (written & digital) to staff and Springfield City Council for approval of preferred service delivery improvements, programming approaches, site location, and design concepts.
  - h.** Recommend an implementation schedule which uses a prioritized phased approach based upon the needs assessment completed in Phase 1.
  - i.** Provide consultation and direct assistance throughout Phase 2 to City staff in the facilitation of a community advisory committee to evaluate and provide input on facility and programmatic design.
  - j.** Draft and present a final report (written & digital) to staff and Springfield City Council summarizing preferred service delivery improvements and programming approach.
  - k.** With Library staff deliver report and findings to City Council in work session.

## ATTACHMENT 2

### Additional Qualifications

1. Is your firm a licensed architect and/or planner in the State of Oregon?
  - a. If yes, provide your licenses numbers and the licensing authority.
2. Provide documentation verifying that the projects submitted in III. 3. were completed on time and on budget per the originally signed contract.
  - a. If no, state reasons this was not achieved and the nature of the cost overruns and delay.
3. Explain the firms experience in performing library needs assessments and programmatic facility designs
  - a. Describe how your firm has incorporated assessment findings in the design of libraries as community gathering places
  - b. Describe how your firm has incorporated assessment findings in the design of libraries as technology platforms.
  - c. Describe how your firm has incorporated assessment findings in the design of libraries that are patron friendly and staff efficient.





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 as a result of RFP 1670 Public Library Needs Assessment and Programmatic Facility Design issued June 2016.

6. **First Point of Contact.**

**Independent Contractor:** [insert name, ph# and email address]  
**CITY:** [insert name, ph# and email address]

7. **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.
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.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" 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 Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent 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 Independent 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 Independent 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 Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent 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 below shall not negate Independent Contractor's obligations in this paragraph.

## 16. Insurance.

- 16.1. General Insurance.** The Independent 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 Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. 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 16.1 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.
- 16.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 16.3. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.
- 16.4. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 16.5. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance Company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey ([rduey@springfield-or.gov](mailto:rduey@springfield-or.gov)), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ **(Contractor initials)**

- 16.6. Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 16.7. 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 coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 16.8. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.
- 18. Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
- 19. Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
- 20. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 21. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 22. Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 23. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

- 24. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 25. Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 26. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 27. Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 28. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 29. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 30. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 31. Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
- 32. Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.
- 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: \_\_\_\_\_

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, and as follows:

A person is customarily engaged in an independently established business if any three of the following five 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.
3. 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.
4. 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.
5. 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)

**EXHIBIT C  
OREGON TAX LAWS COMPLIANCE AND CERTIFICATION**

**A. Independent Contractor's Compliance with Tax Laws.**

1. Independent Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Independent Contractor's warranty, in Subsection B.3. of this Contract, that Independent Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Independent Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Independent Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement Independent Contractor].

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

**B. Independent Contractor's Representations and Warranties.**

Independent Contractor represents and warrants to City that:

1. Independent Contractor (to the best of Independent Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals}/for/effective date of] this Contract, faithfully has complied with:

- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, to Independent Contractor's property, operations, receipts, or income, or to Independent Contractor's performance of or compensation for any work performed by Independent Contractor;
- (iii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, or to goods, services, or property, whether tangible or intangible, provided by Independent Contractor; and
- (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Independent Contractor's Services rendered in the performance of Independent Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

## ATTACHMENT 5

### Authorization to Legally Bind Proposer

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

\_\_\_\_\_  
**(Signature of person authorized to bind Proposer)**

\_\_\_\_\_  
**Dated**

\_\_\_\_\_  
**Print Name of Person signing as authorized to bind Proposer**

\_\_\_\_\_  
**Title of Person signing as authorized to bind Proposer**

\_\_\_\_\_  
**Firm Name**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**email address**

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



MWESB/DBE Voluntary Self-Declaration for City Procurement # \_\_\_\_\_ or Project No. P \_\_\_\_\_

The Public Works Department of the City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department 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 Department 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 certification 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 Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as necessary: