



**City of Springfield  
Fire and Life Safety Department**

**REQUEST FOR  
PROPOSALS**

**FOR**

**Fire Apparatus Maintenance & Repair**

January 31, 2011

**CITY OF SPRINGFIELD  
OREGON**

**Request for Proposal  
Fire and Life Safety Department  
Fire Apparatus Maintenance**

Sealed bids 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 21st of February, 2011 and opened at 2:00 p.m. local time the same day, for proposals regarding a Fire and Life Safety Fire Apparatus Maintenance. Sealed bids must be marked **“RFP: Fire Apparatus Maintenance”**.

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: Fire Apparatus Maintenance* 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 Proposal when doing so is deemed to be in the best interest of the City.



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Robert J. Duey  
Finance Director  
City of Springfield, OR

Publication Schedule:

The Register Guard: January 30, 2011

Daily Journal of Commerce January 31, 2011

## **I. Proposal Overview**

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

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

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

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

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

## **II. Proposal Format**

Proposals must include the items listed below.

- A. Proposer's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- D. Proposing firm's experience in maintenance of fire apparatus of the type and variety owned by Springfield Fire & Life Safety.
- E. A minimum of three (3) references from recent customers (within the last 2 years) for fire apparatus maintenance.

- F. Specifications of proposed maintenance agreement are as outlined in Attachment 1. **Submission of Equal Specifications:** All equal specifications offered by Proposers, will be evaluated by the City for quality, performance, functionality or other characteristics to meet City requirements. **Proposers shall submit all requests for evaluation of equal specifications by February 8, 2011. City responses to requests will be provided proposers by February 15, 2011.** If accepted, equal specifications will not necessarily receive full value but instead will be given points within the range of full to less depending upon the evaluation of staff. Proposals shall clearly identify all equal specifications submitted. The City has the final authority to determine which equal specifications are acceptable and which are not. If equal specifications have not been accepted by City prior to submission of proposal, Proposers shall accept risk that equal specifications may be rejected.
- G. Proposer's level of maintenance service and spare part support for fire apparatus.
- H. Schedule and Expense Itemization for services to be provided by Proposer (Complete Attachment 2 or provide similar breakdown).
- I. Complete statement and itemized description of any equal specification to the specifications as stated herein.

### III. Contact Person

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

### IV. Schedule For Selection Process

Proposals Advertised	January 30, 2011
RFP Available	January 31, 2011
Requests to Consider Equal Specification Due	February 8, 2011 5pm Local Time
City's Determination Regarding Equal Spec.	February 15, 2011
Proposals Due /Opening	March 2, 2011 2pm Local Time
Interviews (if necessary)	March 4, 2011 (Approximate)
Notice of Intent to Award	March 9, 2011 (Approximate)
Contract Awarded	March 16, 2011 (Approximate)

## V. Selection Criteria And Process

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

A. Conformity of submitted proposal to this RFP	5 Points
B. References from at least 3 recent customers within the past 2 years	5 Points
C. Cost Analysis	35 Points
D. Spare part & maintenance service support	10 Points
E. Turn-around time & emergency repair handling	25 Points
F. Employee qualifications as Emergency Vehicle Tech (EVT) and years experience with emergency vehicles.	20 Points

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal's written name, title, address, and telephone number (see Attachment 5).

(1) One original and (5) five copies of the proposal, clearly marked "**RFP: Fire Apparatus Maintenance & Repair**" and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, March 2, 2011 at the following address:

City of Springfield  
Administrative Services Dept.  
Attention: Jayne McMahan, Management Analyst  
225 Fifth Street,  
Springfield, Oregon 97477

Proposals will be opened on March 2, 2011 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.

## VI. Late Proposals Not Considered

Proposals must be received by 2:00PM local time on February 21, 2011 at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed proposals will not be accepted.

## VII. Addenda To RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, City of Springfield will post addenda on the City website ([www.ci.springfield-or.gov](http://www.ci.springfield-or.gov)) and will make reasonable effort to provide addenda to all Proposers to whom City provided the initial RFP. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the RFP. City is not responsible for any

explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

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

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

### **VIII. Contract**

The successful Proposer will be expected to enter into a contract with the City. An example of said contract is attached herein as Attachment 6.

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

### **IX. Reporting And Payment**

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

### **X. Negotiation Of Agreement**

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

### **XI. City Selection Discretion**

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

### **XII. Proposal Ownership**

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

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

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

### **XIII. Exceptions To RFP**

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

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

City will make every effort to answer questions and, if warranted, to amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page ([www.springfield-or.gov](http://www.springfield-or.gov)), click on the Purchase/Contracts page). Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements.

### **XIV. Specification Change Requests**

A prospective Proposer may deliver to Jayne McMahan, Management Analyst at City of Springfield Finance Department, a written request for change to any of the specification listed in this Request for Proposal. Such request shall be delivered on or before **February 8, 2011**. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request,
- A description of the resulting prejudice to the prospective Proposer,
- A statement of the form of relief requested or any proposal changes to the specifications.

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

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

#### **XV. Protest**

Any Proposer who has submitted a proposal to the City of Springfield and who is adversely affected by the City's award of the Contract to another Proposer and who desires to protest said award shall submit within 7 days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

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

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

#### **XVI. Cost Of Proposal**

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

## ATTACHMENT 1

### FIRE APPARATUS MAINTENANCE & REPAIR SPECIFICATIONS

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

#### 1. INTENT OF SPECIFICATIONS

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

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

- 2010 Pierce Velocity Pumper, 3 each
- 2004 Pierce Contender Pumper
- 1997 Pierce Saber Pumper
- 1995 Pierce Saber Pumper
- 2003 E-One 75' Aerial
- 2002 Pierce Aerial
- 1989 Pierce Arrow Pumper
- 1998 Tender
- 2006 Freightliner Medic Unit (other model years as well)
- 2009 International Medic Unit (2 units)

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

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

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

- 1.1.1.12. National Electrical Code (NEC)
  - 1.1.1.13. National Fire Protection Agency (NFPA)
  - 1.1.1.14. National Highway Traffic Safety Administration (NHTSA)
  - 1.1.1.15. Occupational Safety and Health Administration (OSHA)
  - 1.1.1.16. Society of Automotive Engineers (SAE)
  - 1.1.1.17. Sound Emission Analysis (SEA)
  - 1.1.1.18. State of Oregon Motor Vehicle Code
  - 1.1.1.19. Tire and Rim Association (T&RA)
  - 1.1.1.20. U.S. Department of Transportation (DOT)
- 1.2. Proposals shall only be considered from companies that have an established reputation in the field of fire apparatus maintenance and have dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in proposer proposal.
  - 1.3. Each proposer shall furnish satisfactory evidence of their ability to perform work on the Springfield Fire apparatus fleet, and shall state the location of the facilities where the apparatus maintenance is to be performed. The proposer shall also show that the company is in position to render prompt service and to furnish replacement parts.
  - 1.4. Proposer shall include a description of their ability to perform or provide for annual pump and ladder testing in compliance with NFPA and UL testing requirements. Estimated cost of each test type shall be included as part of the cost analysis (Attachment 2).
  - 1.5. Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed description of the mechanic's qualifications to work on fire apparatus, record keeping systems used, and Proposer's ability to handle 24-hour service coverage.

## 2. **QUALITY AND WORKMANSHIP**

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

- 2.1. **Qualifications.** Proposer shall submit the level of certification held by each mechanic that may be assigned to work on Springfield fire apparatus. Certifications specific to the requirements of NFPA standards are mandatory.
  - 2.1.1. Include in proposal the number of service employees, technical certifications of each employee, and number of years of experience as an emergency vehicle technician (EVT) by each employee.
  - 2.1.2. Describe in detail the scope of services Proposer is ready, willing and able to provide. Include description of those services Proposer would outsource to 3<sup>rd</sup> party (i.e. transmission repair, alternator work, body & fender repair, etc.).
  - 2.1.3. Describe in detail the method Proposer would use to handle 24-hour service coverage and average response time for emergency call outs.
  - 2.1.4. Proposer shall provide average turn-around time for routine repairs and maintenance.
  - 2.1.5. Proposer will address how follow-up or repeated repairs on the same apparatus shall be handled.
  - 2.1.6. Proposer shall describe their availability for on-site assessment of apparatus issues and their availability to pick-up and delivery apparatus to Springfield Fire stations.
  - 2.1.7. A road test shall be conducted with the apparatus after maintenance/repairs are made to ensure the maintenance or repair was successful.

- 2.2. **Welding.** Welding shall not be employed in the repair or maintenance of the apparatus in a manner that shall prevent the ready removal of any component part for future service or repair.
- 2.2.1. All steel welding shall follow American Welding Society D1.1-2004 recommendations for structural steel welding.
- 2.2.2. All aluminum welding shall follow American Welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum.
- 2.2.3. All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.
- 2.2.4. Employees classified as welders must be tested and certified to meet American Welding Society codes upon hire and every three (3) years thereafter.

3. **INFORMATION REQUIRED**

- 3.1. The Proposer shall supply quarterly summary reports on each apparatus serviced in that quarter, including routine maintenance performed and any repair work completed. Reports shall include the information in Attachment 3, in Excel format, submitted via email to a designated recipient.
- 3.2. The Proposer shall supply, when requested, complete maintenance/repair records on any/all apparatus within 2 working days.
- 3.3. Proposer shall provide operations manuals, training and/or other information as needed to safely operate systems and equipment changed/added by Proposer.
- 3.4. Proposer will be expected to recommend routine service intervals on each apparatus, in keeping with manufacturer's warranty requirements and industry norms.

4. **TESTING AND PERFORMANCE REQUIREMENTS**

A road test shall be conducted with the apparatus

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

6. **SERVICE REQUIREMENTS**

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

- physical location of the facility (not more than 75 miles from Springfield, Oregon) & distance from each Springfield Fire Station.
- ownership,
- description of the service facility,
- number of mobile service units,
- parts inventory value.

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

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

- 7.1.1. Shop time / \$ per hour
- 7.1.2. Rates for apparatus pick-up / delivery to station
- 7.1.3. Emergency response / call- out rates
- 7.1.4. NFPA Inspection rates (annual/semi-annual)
- 7.1.5. Parts mark-up percentage %
- 7.1.6. Cost to handle outsourced (3<sup>rd</sup> party) repairs (i.e. alternator, transmission, or other repairs not handled in-house)
- 7.1.7. Miscellaneous other charges (i.e. HAZMAT disposal fees, etc.)

8. **INVOICES**

8.1. Proposer shall send detailed invoices

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

8.1.2. Detailed invoices include

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

**ATTACHMENT 2  
SCHEDULE AND EXPENSE ITEMIZATION**

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

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

### **ATTACHMENT 3 REPORTING REQUIREMENTS**

1. The Proposer shall supply quarterly summary reports on each apparatus serviced in that quarter, including routine maintenance performed and any repair work completed. Reports shall include the information in Excel format, submitted via email to a designated recipient.
2. The follow information shall be included in all quarterly reports:
  - 2.1. Date of Service
  - 2.2. City ID #
  - 2.3. Apparatus Make & Model
  - 2.4. Model Year
  - 2.5. VIN #
  - 2.6. Mileage at time of service
  - 2.7. Routine Service (Yes or No)
  - 2.8. Description of Service Performed
  - 2.9. Part Numbers of parts used on Current Service
  - 2.10. Cost per part, # used, Total parts Cost
  - 2.11. Labor hours used, Cost per hour, Total Labor Cost
  - 2.12. Shipping and/or other costs
  - 2.13. Total Cost for Current Service Performed
  - 2.14. Date of Last Routine Service
  - 2.15. Date of Next Schedule PM
  - 2.16. Date of Last NFPA-required Inspection
3. A single spreadsheet with all apparatus serviced in the calendar quarter is sufficient. Sample spreadsheet shall be provided upon request.

ATTACHMENT 4

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature:
Name and Title:

Signature:
Name and Title:

(Any additional signatures appear on page 3)

Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

**10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

**12.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**



## 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**

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

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

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

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

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

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

**ATTACHMENT 6  
Sample Contract**

**CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT**

Dated:

Parties:

(“CITY”)

and

Seller

**Additional Contractor Information:**

a) Type of Entity:             Sole Proprietorship             Partnership  
    Limited Liability Comp            Corporation

b) Address:

b) Telephone:

c) Fax No. :

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

- 1. Personal Property to be Delivered.**
- 2. Payment by CITY.**
- 3. Contract Duration.** This Agreement shall commence on (date) and shall continue until (date) unless extended, modified, or terminated as provided herein.
- 4. Intergovernmental Cooperative Purchasing.** The Seller agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Springfield purchase requirements/usage only. A public agency wishing to purchase items will execute its own contract with the awarded bidder for its requirements. Please see ORS 279A.215 and OAR’s 137-046-0430 & 137-047-0290.

5. **Extension.** This Agreement may be extended for additional one-year periods upon compliance with the provisions of paragraph 17 and with the following procedure:
  - 5.1. The parties shall confer not later than 30 days before the expiration of this Agreement regarding the desirability of extending the Agreement. The Springfield Contract Representative and the Independent Contractor shall confer regarding the proposed fee for services and any other proposed Agreement revisions proposed by either party.
  - 5.2. If the parties, after negotiation, agree, an Agreement Modification that stipulates any and all Agreement modifications shall be executed. The Agreement Modification shall be attached to this Agreement.
6. **Warranty.**
7. **Modification.** This Agreement or any of its Exhibits may be modified at any time by mutual consent of parties. No change or modification of this Agreement or any of its Exhibits shall be valid or binding upon the parties hereto unless such a change or modification is in writing signed by all the parties hereto.
8. **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.
9. **Indemnification and Hold Harmless.** The Independent Contractor shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with performance of this Contract by the Independent Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

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 causes 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 an 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 13 shall not negate Independent Contractors obligations in this paragraph.

## **10. Insurance.**

- 10.1. 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will be endorsed with 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 Additional Insured’s 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. The City’s additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City Risk Manager must approve the terms, conditions and limits prior to commencement of any work.
- 10.2. 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.
- 10.3. Course of Construction and/or Installation Floater.** The Independent Contractor shall maintain an all risk insurance policy covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and Architect and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.
- 10.4. Evidence of 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.
- 10.5. 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 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@ci.springfield-or.gov](mailto:rduey@ci.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)**.

- 10.6. Equipment and Material.** Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 10.7. Subcontractors.** Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage equivalent to those required of the general contractor in this contract. Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 10.8. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager
- 11. 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.
- 12. 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.
- 13. 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.
- 13. 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.

CITY OF SPRINGFIELD:

SELLER

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

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

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**EXHIBIT "A"**

**CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT**

**Independent Contractor Status**

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

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

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

## **EXHIBIT “B”**

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

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

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

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

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

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

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.

- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

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

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