

IMPORTANT NOTICE!!

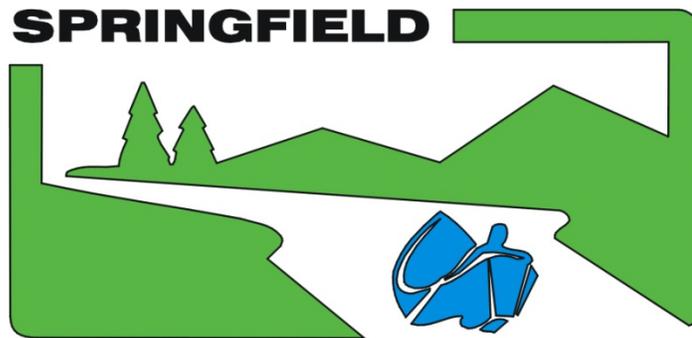
If you download these materials and wish to be added to the offeror contact list send an email to:

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

- ITB# 771 Fire – Rescue Boat in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

It will be the responsibility of each participating supplier to refer daily to the City of Springfield – Purchasing/Contracts website (<http://www.springfield-or.gov/RFPPAGE.HTM>) to check for any available addendum to current opportunities, cancellations or intents to award posted.



INVITATION TO BID

#771

Fire-Rescue Patrol Boat

City of Springfield
Fire and Life Safety Department
Springfield, Oregon 97477

July 25, 2012

I. Project Overview

The City of Springfield, Oregon is a medium-sized city located in western Oregon. Lane County, Oregon has over 40 lakes and 5 navigable rivers and streams, as well as 32 miles of ocean coastline. The City of Springfield is situated between two rivers, the McKenzie and the Willamette. Both rivers descend out of the Cascade Range, the swiftly moving water running through forests with trees and branches falling into the rivers and creating hazards for boaters. The McKenzie River is a world-class fly-fishing and whitewater river, popular year-around with locals and visitors alike. Lane County has the highest number of water rescues in the state each year, according to the Oregon Emergency Management Department, with over triple the rate of any other county. Springfield Fire & Life Safety staffs a Swift Water Rescue Team (SWRT), and works with the Lane County Sheriff's Office Water Rescue units and Eugene Fire & EMS Water Rescue Team to provide assistance on area waterways when trouble occurs. This project is to replace our current jet boat with a new boat and trailer.

II. Overall Project Description and Specifications

The City of Springfield Fire and Life Safety Department is soliciting bids for a Fire-Rescue Patrol Boat and trailer for use in the Springfield Fire and Life Safety, Springfield, Oregon service areas.

This is a one-time solicitation for a jet boat and trailer as specified. Boat must have superior shallow water capabilities and maneuverability, with a low profile design suited for the type of waterways in the Eugene/Springfield area.

Attachment 1 herein provides the descriptions and specification requirements for Springfield Fire and Life Safety boat and trailer.

III. Bid Format

Bid packets must include the items listed below.

- A. Bidder'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. Attachment 1, *Specifications*, must be completed, signed, and returned as a minimum mandatory requirement of the submittal. Completion shall include but is not limited to a 'yes' in the appropriate box under each specification to clearly indicate that bidder's product complies with the exact specification. Exception to the specification may be requested as stated herein.
- D. Attachment 2 – If needed, any deviations from the listed specifications shall be noted as an exception and fully explained on an attached sheet. All equal specifications offered by

bidders, will be evaluated by the City for quality, performance, functionality or other characteristics to meet City requirements. If accepted, they will be compared to the original specifications and scored accordingly. If rejected they will receive a score of zero. 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.

- E. Signed Attachment 4, Authority to Bind Bidder, must be signed by a member of your firm with authority to legally bind your firm and returned as part of the submittal packet.
- F. Signed Attachment 5- Minority Women Emerging Small Business Form (MWESB)
- G. Include complete standard warranty information and factory specifications on the equipment offered. For the warranty, include the length of time, covered components, repair site (city or contract site) and availability of parts and service not covered under the warranty. If an extended warranty is available, include details of the extended warranty.
- H. Formally acknowledge that all equipment will be delivered (FOB) City of Springfield, Springfield, OR 97477.
- I. Include projected delivery date from time contract is executed.

IV. Schedule for Selection Process

Invitation to Bid package available	July 25, 2012
ITB Advertised	July 25, 2012
Requests to Consider Equal Specifications Due	August 1, 2012
City's Determination regarding Equal Specs	August 3, 2012
Bids Due by	August 10, 2012 2:00PM Local Time
Intent to Award Notice	August 13, 2012 (approximate)
Award (approximate)	August 20, 2012 (approximate)

Prospective bidders may contact Jayne McMahan, Procurement and Contracts Manager, by email at jmcmahan@springfield-or.gov for further information regarding this process. **Contact with other City officials may be grounds for disqualification.**

V. Instructions to Bidders

Copies of the Invitation to Bid may be downloaded from the City of Springfield website at www.springfield-or.gov (select the *Purchase/Contracts* hyperlink and then select the hyperlink titled: **ITB#771: Fire-Rescue Patrol Boat** or by contacting Jayne McMahan, Procurement and Contracts Manager - Finance, by email at jmcmahan@springfield-or.gov or phone at 541-726-3708.

As a minimum mandatory requirement, each bid must include one (1) original and (3) copies of the bid clearly marked "**ITB#771: Fire-Rescue Patrol Boat**". Bids contained in a sealed

envelope or box shall be received no later than **August 10, 2012 at 2:00 PM local time** at the following address:

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

Bids will be opened on **August 10, 2012 at 2:00 PM local time** in the Springfield City Hall at 225 Fifth Street, Springfield, Oregon. All bids shall be valid through Dec 31, 2012.

VI. Late Bids Not Considered

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

VIII. Addenda to ITB

In the event that it is necessary to amend, revise, or supplement any part of the ITB, City of Springfield will post addenda on the City website (www.springfield-or.gov) and will make reasonable effort to provide addenda to all bidders to whom City provided the initial ITB. 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 ITB. 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 may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov. Prospective Proposers are requested to confirm receipt of downloaded Addenda by email to City of Springfield, Attn: Jayne McMahan at the above email address.

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

IX. Contract

The successful bidder will be expected to enter into a Purchase Agreement with City. (Attachment 3 replicates a sample agreement.)

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 candidate. If the negotiations are not successful, staff will negotiate with other qualified consultants 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 ratification.

XI. City Selection Discretion

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

XII. Bid Ownership

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

After bid opening, all bids become part of the public record unless exempt under Oregon Public Records Law. Bidders wishing to exempt appropriate portions of their bids 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 Bids.

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

XIII. Exceptions To ITB

If, for any reason, a bidder should find fault with the structure of this ITB 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 ITB. Responses to questions and amendments to the ITB will be posted on the City of Springfield home page

(www.springfield-or.gov, click on the *Purchase/Contracts* page). Bidders who are unable or unwilling to meet any of the requirements of this ITB should include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before **August 1, 2012**.

XIV. Equal Specification Change Requests

A prospective Proposer may deliver to Jayne McMahan, at City of Springfield Finance Department, a written request for change to any of the requirements listed in this Request for Proposal. Such request shall be delivered on or before **August 1, 2012**. 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 change request and notify the prospective Proposer of the decision in writing prior to the ITB closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Invitation to Bid.

XV. Protests

Any bidder who has submitted a bid to the City of Springfield and who is adversely affected by the City's award of the Contract to another bidder 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 of Springfield. Such right to protest shall specify the grounds upon which the protest is based and shall conform to the requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

An adversely affected bidder 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 Bid

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

XVII. Submission Requirements

Your bid must contain all of the information requested in the bid package. A completeness check will be conducted for each bid package. Incomplete packages will not be accepted.

**ATTACHMENT 1
Fire-Rescue Boat 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 and authorizes bidders or proposers to offer goods or services that are equivalent or superior to those named or described in the specification.

City shall evaluate all requests for exceptions received in writing on or before August 1, 2012.

General Specifications:

1. Vendor is required to provide complete warranty information with each bid.
2. Vendor to provide with bid their history of building a boat with the same or similar specifications to those listed.
3. Prior to award, the apparent low bidder may be required to provide a demo boat for inspection by Springfield Fire & Life Safety. Demo boat will be brought to the City of Springfield for inspection within (7) calendar days of request.
4. Power delivery and handling must be comparable to Eugene Fire & EMS fire patrol boat to ensure interoperability, firefighter safety, and minimize training requirements.
5. Vendor will provide schematic, drawings, or pictures of representative example where appropriate. At a minimum, submit drawings/schematics of hull design, propulsion system and center console. Exact location of some items to be determined at a pre-construction conference, as indicated below.
6. Upon award of contract successful bidder agrees to provide one day of “on the water” train-the-trainer operator training at Springfield, Oregon. Such training will coincide with delivery of the rescue boat.

SPECIFICATIONS REQUIRED	SPECIFICATIONS BID
1.0 HULL	
1.01 – 18-20 feet in length bow to stern	
1.02 - Beam 87-96 inches extending to within 48 inches of bow	
1.03 - All welded seams	
1.04 - Bottom maximum 12 degree, minimum 6 degree deadrise at transom	
1.05- Minimum bottom width 72 inches	
1.06 – Bottom constructed of minimum .250 inch (1/4”) 5086 aluminum	
1.07 -.Center bottom section constructed of minimum .625 inch (5/8”) grade 6061 aluminum	

1.08 - Center Bottom section min dimensions 96 inches long and 28-36 inches wide	
1.09 - Side height 28-31 inches	
1.10 - Sides constructed of minimum .125 inch (1/4") 5052 aluminum corrugated as necessary for strength	
1.11 – Sides heavy duty bump rail .375 inch (3/8") x 2" continuous bow to transom unpainted.	
1.12 – Transom constructed of minimum .187 inch (3/16") 5052 or 5086 aluminum; double reinforced surrounding jet drive throughway	
1.13 - Minimum nine (9) stringers, cross braced 6061 aluminum channel	
1.14 - Minimum 4 inch taper lift chines (reverse chines)	
1.15 - Bottom to be covered with .5 inch (1/2") UHMW extending from transom to within 24 inches of bow	
1.16 - Keel to be covered with additional minimum .5 inch (1/2") UHMW bolted to the center	
1.17 - Swim platform with integrated heavy duty pump protection	
2.0 Motor and Propulsion System	
2.01 – Minimum 200 horse power fuel injected V6 jet drive with self draining cooling, digital inductive ignition, adjustable plate trim. Mercury Optimax 200 Sport Jet or equivalent max dry weight motor and pump 370 lbs. Motor and pump to be shimmed by vendor. Manufacturer's recommended break-in by vendor.	
2.02 – High skew stainless steel impeller with stainless steel wear rings	
2.03 – Heavy Duty intake with integrated stomp grate cleanout and minimum 1.25 inch (1and1/4") steel and aluminum pump ride plate protection.	
2.04 – Exhaust/Muffler system mounted external of hull	

2.05 – Additional spin type fuel/water separator/pre-filter mounted under motor cover	
2.06 – Reverse gate extensions adequate to compensate for elevated mounting of pump housing and intake tunnel; boat must be able to reverse at 10mph in static waterway.	
2.07- Engine protection operator warning system to include indicators for: Engine sensor failure Low battery voltage Low oil level Low water pressure Oil system failure Overheat Over-speed Water in fuel	
2.08 Dual Batteries with battery isolator/selector switch and shore power maintenance charging system. Batteries will be mounted under Insulated motor cover Switch will be mounted outside of motor cover. Batteries to be of AGM type.	
2.09 Keyless ignition with Motor kill switch with lanyard mounted or recessed to avoid Inadvertent shut down.	
2.10 External oil reservoir mounted under insulated motor cover	
3.0 INTERIOR	
3.01 - Center console stand up helm bolted to hull at floor. Under dash storage shelf. Helm leaning seat	
3.02 – Roll over protection bars braced to floor, center console width contained within center console. Height adequate to prevent impeding view of 76 inch tall driver with accessories mounted under top bar. Configuration to be approved by city prior to build.	
3.03 – Floor removable aluminum decking non skid; consistent with spec 3.09.	
3.04 - Side trays – suitable for rapid deployment of 10' oars and backboard storage	
3.05 – Comfortable steering helm height with 270 degree or less steering controls	

3.06 - Two cushioned seat boxes with under lift-lid storage. Minimum area 500 square inches each. Minimum 18 inches to bottom of cushion with latches. Configuration to be approved by city prior to build.	
3.07 – Windscreen, fold down or slide down, adequate to protect operator. Top shall not obstruct view of operators. Configuration to be approved by city prior to build.	
3.08 – Insulated walk around aluminum motor cover with stomp grate stabilization handle and integrated fold down seat on front of box. Configuration to be approved by city prior to build	
3.09 – All non painted interior surfaces to be coated with bedliner material, Arma-Coating or equivalent. Color of choice. Coating shall be non skid where appropriate. Location to be determined.	
3.10 – Raised front deck area in bow with under deck storage	
3.11 – Adequate grab rails, hand holds, shall be provided throughout the boat as well as gear attachments on the underside of the gunwale.	
4.0 EQUIPMENT	
4.01 - Minimum Four (4) 12V power points supplied by 10ga wire location to be approved by city prior to build	
4.02 – Vendor to install buyer provided Audio communications jacks and wire and radio power and antennae wire within structural members and/or under floor as necessary	
4.02 – Vendor to install buyer provided depth finder/GPS unit and emergency light bar.	
4.03 - 30 US gallon bow fuel tank	
4.04 - Dash mounted controls; single lever	
4.05 - Dual bilge pumps (min 1100 gph each), one automatic on a float.	
4.06 – Navigation lights, horn and blower adequate to meet all state and federal regulations.	

4.07 – Illuminated Instrument panel or gauges with following minimum gauges: tachometer, voltmeter, engine temperature, oil pressure, fuel gauge, and hour meter. Mercury Smartcraft engine guardian or equivalent; additional analog fuel gauge.	
4.08 – Marine grade switches for listed electronics and 3 extra for future items. Switches shall be labeled with their function	
4.09 – Keyless ignition switch positioned or recessed to avoid inadvertent shut down	
4.10 – Two Lightforce 170 stryker HID search lights (or equivalent) Mounting location to be approved by city prior to build.	
4.11 – Paint hull, console and roll protection single color of choice – non-metallic	
4.12 –Quick deployment - Steel Oar Lock stand, 6” rise; NRS # 1423 or similar; 2 ea, 10’ wood oars (Sawyer or equivalent)	
4.13 – Bow anchor with quick release Jam cleat. Mounted in raised bow section	
4.14 – Welded cleats, 6 additional, placement to-be-determined	
4.15 – Circuits shall be protected by fuse or relay and fuse panel shall be easily accessible and labeled.	
5.0 ADDITIONAL REQUIREMENTS	
5.01 Top of gunwale and swim platform shall be covered with Hydroturf or equivalent for slip and kneeling protection.	
5.02 – Cleats and fasteners shall be welded type not riveted	
5.03 - All fasteners and hardware used shall be of type that minimizes corrosion and electrolysis.	
5.04 - Bolts used for UHMW and hull bottom shall be stainless steel on UHMW and grade 8 on Intake	
5.05 – All deck hatches should utilize gaskets and be latching; able to bear the weight of a rescuer and not bend or flex.	
5.06 – Coast Guard approved floatation. Ping pong balls under floor boards.	

5.07 Welded transducer bracket at bottom of transom	
5.08 – 2 tow cleats welded to transom	
6.0 TRAILER	
6.01 - Single axle made of aluminum or galvanized steel appropriately sized and configured for boat specified with 2 inch tow coupler, and 2 class 3 safety chains	
6.02 – Heavy Duty step fenders capable of holding 250 lbs	
6.03 - Five (5) marker lights	
6.04 - Taillight steps with carpet or other suitable non skid material with recessed mounted required indicator lights	
6.05 – torsion bar suspension	
6.06 - Trailer tires plus spare tire appropriately sized and rated for weight of boat specified	
6.07 - Easy lubricating hubs Bearing buddy or equivalent	
6.08 – Heavy duty guide bunks covered with UHMW material	
6.09 – Ratcheting bow winch and safety retainer chain mounted on bow stanchion	
6.10 – Ratcheting rear trailer tie down Progrid 033041 or equivalent	
6.11 – Wheeled rotating minimum 1200 lb jack stand	
7.0 OPTIONAL EQUIPMENT	PRICE OF OPTION, if provided
7.01 – Graphics: Department Name	
7.02 – Trailer braking system	
7.03 – T-top or biminy mounted to roll over protection bars	
7.04 – LED trailer Lighting package	
7.05 – 2 white trailer “back up” lights capable of shining 20 feet to the rear of the trailer automatic when tow vehicle in reverse	
7.06 - Two hand held search lights	

BID PROPOSAL – BOAT & TRAILER

Boat

Include Unit Price

\$ _____

Trailer

Include Unit Price

\$ _____

Completed and Signed by:

(Signature)

Title _____

(Print Name)

Phone _____

(Firm Name)

ATTACHMENT 3
Sample Purchase Agreement

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT
Contract #xxx

Dated:

Parties: _____ (“CITY”)
and _____
_____ (“Independent Contractor”)

Additional Independent Contractor Information:

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

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

Account Number	Percentage

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

1. **Personal Property to be Delivered** Seller shall provide all equipment as described on quotation attached hereto and incorporated herein by this reference as Attachment 1.
2. **Payment by CITY.** City shall pay Seller according to the sum described on Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed \$xx,xxx. Payment shall be made within 30 days of invoice provided all merchandise has been received, FOB City of Springfield, inspected and accepted by City.
3. **Sourcing.** Independent Contractor was the lowest responsible bidder to City ITB#771 Fire-Rescue Boat.
4. **Warranty.** Seller shall warrant the equipment furnished as free of defects in material and workmanship, under normal use and service per the manufacturer’s warranties for specific equipment.

5. First Point of Contact:

Seller: TBD
City: TBD

- 6. Delivery.** Delivery shall be FOB City of Springfield Fire & Life Safety Department, Springfield, OR. Delivery shall be made on or before XXX XX, 2012 to Fire & Life Safety, Fire Station #5 2705 Pheasant Blvd, Springfield, OR 97477 as per quote. At least 1 day prior to delivery, Seller shall contact Fire Administration staff to schedule and confirm delivery date and approximate hour. Fire Administration staff shall be contacted one day in advance at (541) 744-4150.
- 7. Work Performed.** The work to be performed by Seller includes services generally performed by Seller in his/her/its usual line of business.
- 8. Tax duties and Liabilities.** Seller 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 Seller.
- 9. 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.
- 10. 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.
- 11. Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
- 12. 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 13 below shall not negate Independent Contractor's obligations in this paragraph.

13. Insurance.

13.1 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. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits.

13.2 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. If contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the City.

13.3 Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

13.4 Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ **(Contractor initials)**

13.5 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.

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

14. 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.

15. 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.

16. Nondiscrimination. Seller shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

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 Seller 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 Seller of a Notice of Termination under this paragraph, the Seller and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Seller's work and payment therefore by CITY.

18. Assignment/Subcontract. Seller 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 Seller of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Seller. Seller shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

19. Successors In Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

20. Compliance With All Government Regulations. Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.

21. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

CITY OF SPRINGFIELD:

INDEPENDENT CONTRACTOR

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

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

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

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

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

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

EXHIBIT “B”

City of Springfield Public Contracts Conformance with Oregon Public Contractors Laws

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

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

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

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

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

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

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

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

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

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



Attachment 4

Authorization to Legally Bind Bidder

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

(Signature of person authorized to bind Bidder)

Dated

Print Name of Person Signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

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



MWESB/DBE Voluntary Self-Declaration for City Solicitation (ITB/RFP) # _____

The City of Springfield is seeking information on the various business entities that submit bids and proposals. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business communities. The City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certificate type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned
- Business Oregon Woman-owned
- Business Oregon Emerging
- Small Business Federal Disadvantage

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as needed.

For more information please visit State of Oregon office of Minority, Women, Emerging Small Business <http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>