

## **IMPORTANT NOTICE!!**

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

Jayne McMahan [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov)

Information to be provided:

- “RFP# 1985 Commissary and Inmate Trust Accounting Services” in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

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



# **Request for Proposal #1985**

## **COMMISSARY AND INMATE TRUST ACCOUNTING SERVICES**

City of Springfield  
Police Department  
Springfield, Oregon 97477

**October 30, 2017**

## **I. Project Overview**

The City of Springfield Police Department is seeking a qualified contractor for the provision of commissary and inmate trust account services for the Springfield Municipal Jail facility. The Jail is a 100 bed facility that fluctuates in inmate population and has an average population daily population of 46 inmates.

The contract will be for an initial period of one year and annually may be renewable by the City for an additional five years.

## **II. Overall Project Description and Scope of Work**

The City of Springfield's purpose for issuing this RFP is to establish a contract with qualified contractor for the municipal jail commissary and inmate trust account system services. The scope of municipal jail commissary and inmate trust account services are described in Attachment 1 - Scope of Work.

## **III. Proposal Submission Requirements**

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

### **Content requirements**

- 1. General** – Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.
- 2. Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm.
  - a.** The letter must introduce the Proposal, provide an overview of your representation according to the Attachment 1 Statement of Work.
  - b.** Affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 2 Sample Contract terms and conditions. T
  - c.** The letter must designate the Proposer's contact person during the Proposal review process.
  - d.** Identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
  - e.** Include a statement of the firm's ability to begin work January 1, 2018 and a statement that the submission is a firm offer for a 90-day period.

- f. Pending Litigation: Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein, or, if decided in an adverse manner, materially adversely affect the financial condition of your firm. Any firm selected pursuant to this RFP will be required to advise the city of any developments during the term of this appointment with respect to existing and/or any new civil or criminal legal investigations, pertinent litigation and/or regulatory action involving the firm or its employees which could impact the firm's role or ability to perform the consulting services.
3. **Qualifications-** Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of commissary and inmate trust accounting services work.
  4. **Resumes-** Include a resume for the technical, account oversight and project manager who will be assigned to this engagement.

By submitting a proposal, the proposer agrees and acknowledges that it will provide for the duration of the project, the full complement of staff required to perform the work of the project, including the specific individuals identified in its proposal. In the event the Independent Contractor proposes to substitute any key personnel designated in their proposal the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The CITY shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The CITY shall not unreasonably withhold approval of staff changes.

5. **Approach -** The proposal should set forth a work plan, including an explanation of the business process to be followed, to perform the services required in this request for proposal.

Proposers must submit a written response to the following information, in the same order as requested below. The response must include sufficient detail and attachments, as appropriate.

- a. A statement of whether the contractor can interface with the EIS jail management system (1.0.102.0) used by Springfield Municipal Jail, including a list of facilities in which the Proposer currently provide services that require interface with EIS. Include whether Proposer requires file transfers, a real time interface, or other means of interface.
- a. A brief schedule and plan outlining the process to receive, bag, and deliver commissary products to housing areas.
- b. A plan for staffing the needs for commissary services. Include a description of how the Proposer plans to ensure commissary orders are delivered on time every week.

- c. A description of the process for managing refunds to inmates who are released after an order has been filled, but prior to receiving ordered goods. Include Proposer's policy for returning unopened bags.
- d. A suggested list of products, including prices.
- e. A statement of whether Proposer's system has the ability to record inmate dietary restrictions or prohibit the sale of certain items on a case by case basis.
- f. A description of any special features or options applicable to this system.
- g. Proposed commission rates used to compute amounts to be retained by the City, including the method for determining commissions.
- h. A plan for response to any hardware or software servicing needs including response time.
- i. A list of reports that can be run, including a brief description of what each report contains. Include sample reports, if possible.
- j. A proposed timeline detailing the length of time required between contract award and implementation of the Inmate Commissary Service. Include the installation schedule for any equipment.
- k. A description of how inmates and citizens interact with your system, to include usage fees, process for public to pay deposit funds on an inmate's behalf, how inmates initiate orders and pay for services, and how unused funds are refunded to inmates or members of the public.
- l. A description of how funds may be provided to inmates upon release. The ability to print checks is required, for inmates travelling to another correctional facility. A method for issuing a debit or smart card issuer is strongly preferred as the primary method for cashing out all other inmate accounts upon release. Include any associated fees to the City and inmate as a result of issuing a debit or smart card.
- m. A description of how the Proposer will process credit and debit cards, to include PCI compliance.
- n. A description of other system requirements, including network and internet connectivity requirements and bandwidth needs, if applicable. Include equipment installation, maintenance and cost expectations provided by the City.
- o. A description of the installation and maintenance plan for equipment, including service levels and cost.
- p. A description of how system updates will be performed, and how updates or changes are communicated to the City.
- q. A description of any additional services related to the work of this contract, if any, which the Proposer will offer to the County that relate to the work of this contract, but are not specifically required under this RFP.

**6. Additional Services** - If it should become necessary for the City of Springfield to request the Independent Contractor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between the City of Springfield and the firm. Submit on a separate sheet an hourly rate's by titles and fees for additional services.

7. **References** - A list of at least three (3) references, preferably in Oregon, Washington, California, Idaho, or Nevada, where you have provided inmate Commissary and Trust Accounting Services and include the following information for each reference:
  - a. Agency name and Contact person
  - b. Agency address
  - c. Agency and contact phone numbers
  - d. Contact email address
  - e. Description of services provided
  - f. Dates of services provided

References cannot include current City Staff.

8. **Attachment #2** – Functional Requirements- Completed
9. **Attachment #3** – Sample Contract – in your cover letter acceptance of terms and conditions.
10. **Signed Attachment #4** – Authorization to Legally Bind Bidder
11. **Signed Attachment #5** – Minority Women Emerging Small Business Form (MWESB)

#### IV. Evaluation and Selection Criteria

A committee comprised of representatives from the City will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below.

##### 1. Evaluation Criteria

Proposal Evaluation Criteria

<b>Criteria</b>	<b>Possible Points</b>
Commissary Services	20
Inmate Trust Accounting System	30
References	20
Approach and on-going support	20
Commission Rates	10
<b>Total</b>	<b>100</b>
Oral Presentation for selected firms (if any)	20
<b>Grand Total</b>	<b>120</b>

- a. Oral Presentations (if any) and Final Scoring
  - i. After the technical proposals have been evaluated and finalist firms have been identified, those firms may be invited to make an oral presentation to the committee.
  - ii. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted proposal.
  - iii. The committee will score the firm’s presentations in the context of the criteria listed in section **III. Proposal Submission Requirements 5. Approach** of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation.
  - iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.
- b. Tie Breaker

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Inmate Trust Accounting Services. If these scores are also tied, then by taking the highest scoring proposer based on their Commissary Service.

## V. Schedule for Selection Process

<b>RFP Package Available</b>	<b>October 30, 2017</b>
<b>Request for Clarification Due (if applicable)</b>	<b>November 20, 2017, noon local time</b>
<b>Response to Clarification Due (if applicable)</b>	<b>November 22, 2017</b>
<b>Proposals Due by:</b>	<b>November 27, 2pm local time</b>
<b>Review &amp; Interview (if applicable)</b>	<b>December 12, 2017</b>
<b>Intent to Award Notice (approximate)</b>	<b>December 12, 2017</b>
<b>Contract Award (approximate)</b>	<b>December 20, 2017</b>

Prospective Proposers may contact Jayne McMahan by email at [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov) for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification.** Please note that the City of Springfield has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project’s lead staff person, who then prepares a written reply. Ms. McMahan, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or clarifications may continue to be submitted in this fashion until noon local time November 20, 2017.

## **VI. Instructions to Proposers**

The Request for Proposals may be found on the City of Springfield website at [www.springfield-or.gov](http://www.springfield-or.gov) (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP #1985 Commissary and Inmate Trust Accounting Services**).

Each Proposal must include one (1) original signed submission, four (4) printed copies clearly marked “**RFP #1985 Commissary and Inmate Trust Accounting Services**” and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than 2pm, local time, November 27<sup>th</sup> at the following address:

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

## **VII. Late Proposals Not Considered**

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

## **VIII. Addenda to RFP**

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield’s website at [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink **Purchase/Contracts** from the left menu on the home page to be linked to the ITB/RFP page where the document titled **RFP #1985 Commissary and Inmate Trust Accounting Services** is linked). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

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

## **IX. Contract**

The successful Proposer will be expected to enter into a professional services contract with the City. The contract will specify the extent of services to be rendered, the means and methods of



providing the services, and the amount of compensation. A sample contract is included as Attachment 3.

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

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

## **XI. City Selection Discretion**

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

## **XII. Proposal Ownership**

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

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

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

## **XIII. Exceptions to Request for Proposal**

If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:

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

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP #1985 Commissary and Inmate Trust Accounting Services**). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before noon local time November 20, 2017.

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

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time November 20, 2017. A written request for change shall include:

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

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

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

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

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

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

#### **XVI. Cost of Proposal**

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

## **XVII. AMERICANS WITH DISABILITIES ACT COMPLIANCE**

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Jayne McMahan, 541.726.3708 at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.



## **ATTACHMENT 1**

### **Scope of Work**

---

#### **I. Purpose of Project**

The Springfield Police Department is requesting proposals for Commissary and Inmate Trust Accounting Services for the Springfield Municipal Jail. The Jail is a 100 bed facility that fluctuates in inmate population and has an average daily population of 46 inmates.

The City looks to deploy a Commissary and Inmate Trust Accounting Services system that provides equipment (server, kiosk, vending machine, etc) meeting industry security standards, software, and system maintenance at no cost to the City.

The City currently uses paper ordering for commissary, but will be evaluating an electronic ordering system. An electronic ordering system would be utilized to minimize staff involvement for both commissary and inmate accounting services, as well as providing inmates access to inmate trust account information and commissary ordering.

Inmate trust account funds are currently obtained via a web or phone deposit collection system or collected in person at the Springfield Municipal Jail. The Springfield Municipal Jail currently uses an inmate trust accounting and commissary services system that interfaces with the EIS jail management system (current version 1.0.102.0) which verifies in custody status. Commissary services are ordered using paper order forms and orders are manually entered in to a computerized commissary system by City staff. Incoming commissary orders are delivered weekly by mail and are pre-packaged and labeled by order. City staff disseminates commissary orders to inmates. Inmate account balances are issued using paper checks upon an inmate's release. The minimum value of services associated to inmate trust accounting and commissary services for fiscal year 2015, 2016, 2017 totaled \$17,919, \$8,857, and \$5,741, respectively. With recent changes in the jail operations it's anticipated that the average daily population to increase thus the commissary services will as well.

#### **II. Project Requirements**

The successful proposer will offer commissary services and an inmate trust account system that has demonstrated reliability, ability to provide prompt service to system outages, ability to respond to change requests, and has little or no cost to the City.

The Springfield Municipal Jail is a secure facility, and as such, vendors assigned to work inside the facility are required to pass a background check and to adhere to the security policies of the Jail and direction of the staff.

The Proposer must complete the Functional Requirements Worksheet by answering 'Yes or No' in the Yes/No column and providing additional information if the requirement will not be met.

#### **III. Required Elements for Proposal Approach**

Proposers must submit a written response to the following information, in the same order as requested below. The response must include sufficient detail and attachments, as appropriate.

- a. A proposed timeline detailing the length of time required between contract execution and implementation of the Inmate Commissary Service. Include the installation schedule for any equipment.

## ATTACHMENT 1 Scope of Work

---

- b. A description of how inmates and citizens interact with your system, to include usage fees, process for public to pay deposit funds on an inmate's behalf, how inmates initiate orders and pay for services, and how unused funds are refunded to inmates or members of the public. Please include an inmate ordering process with and without an electronic ordering system (kiosk, vending machine, etc).
- c. A detailed description of how funds may be provided to inmates upon release:
  - a. The ability to print checks is required for inmates travelling to another correctional facility.
  - b. The issuance of a credit or debit will be utilized as the primary method for cashing out all other inmate accounts upon release. Include any associated fees to the City and inmate as a result of issuing a credit or debit card.
- d. A plan outlining the process to receive orders, bag, and deliver commissary products.
- e. A suggested list of products, including prices, as well as information regarding the frequency of product price increases and how price increases are communicated to customers
- f. A description of the process for managing refunds to inmates who are released after an order has been filled, but prior to receiving ordered goods. Include Proposer's policy for returning unopened bags.
- g. Proposed commission rates used to compute amounts to be retained by the City, including the method for determining commissions.
- h. A list of reports that can be run, including a brief description of what each report contains. Include sample reports, if possible.
- i. A description of how the Proposer will process credit and debit cards, to include PCI compliance.
- j. A statement of whether the Proposer can interface with the EIS jail management system used by Springfield Municipal Jail, including a list of facilities in which the Proposer currently provide services that require interface with EIS. Include whether Proposer requires file transfers, a real time interface, or other means of interface.
- k. Please address the following technical specifications and services items:
  - a. In broad terms, describe the architecture of your system, and identify the amount and type of system hardware installation proposed. Include network and internet connectivity requirements and bandwidth needs, if applicable.
  - b. Outline an initial staff training plan and ongoing training opportunities and resources.
  - c. Describe the customer service solution for hardware and software needs. Please include call response and issue resolution response times.
  - d. Describe how system updates will be performed, and how updates or changes are communicated to the City.
  - e. Identify equipment monitoring and replacement plans.
  - f. Identify physical space required.
  - g. Confirm proposed equipment and services are provided at no cost to the City.
- l. A description of any special features or options applicable to this system.
- m. A description of any additional services related to the work of this proposal, if any, which the Proposer will offer to the City that relate to the work of this proposal, but are not specifically required under this RFP.



**Request for Proposal 1985  
ATTACHMENT 2  
Functional Requirements**

Name of Company

Springfield Police Department

**PROJECT DESCRIPTION: Inmate Trust Accounting and Commissary Services supporting the Springfield Municipal Jail.**

The Springfield Police Department is requesting proposals for Inmate Trust Accounting and Commissary Services for the Springfield Municipal Jail.

The requirements below identify particular minimum requirements. Proposer must complete the worksheet with Yes or No answers to communicate their proposals adherence to the listed requirements. If any requirement is answered "No", the proposer is to complete the "Requirement Not Met" column.

Item #	Commissary and Inmate Trust Account Requirements	Requirement Met	Requirement Not Met
		Yes/No	Complete only if answered "No", requirement not met
<b>1.00</b>	<b>Commissary Services:</b>		Detail all requirement exceptions. Include qualifying comments for viable alternatives or workarounds to satisfy overall objective.
1.01	Provide a computerized inventory and ordering system, including appropriate hardware and software, at no cost to the City.		
1.02	Provide a wide variety of products for purchase, including small non-perishable food items, hygiene products, and stationery (paper, envelopes, etc.).		
1.03	Provide a commissary form listing all approved products and prices. Products must be approved by an authorized representative of the Springfield Police Department prior to being made available to inmates. Prices must be comparable to the cost of similar goods available at grocery and convenience stores in the Eugene/Springfield area and commissary prices in other Oregon correctional facilities.		
1.04	Commissary items must be delivered no less than once per week, on a schedule approved by the Springfield Municipal Jail.		
1.05	Each order and item within the order must be sealed in clear packaging and the order recipient must be clearly identified.		
1.06	Provide hygiene items and "indigent" packs at no markup for delivery or other proposer costs. Indigent packs must include the following items:		
1.07	4 sheets of lined, standard sized writing paper		
1.08	2 large stamped envelopes		
1.09	Bar of soap		
1.10	Toothbrush		
1.11	Toothpaste no smaller than .6 oz size		
1.12	Pencil, golf size		
1.13	Provide an itemized statement of each month's activity within thirty (30) days after the end of the month, using agreed upon calculations.		
<b>2.00</b>	<b>Inmate Trust Accounting System:</b>		
2.01	Provide a computerized inmate trust accounting system, including appropriate hardware and software, at no cost to the City. Hardware and software will be maintained in accordance to industry security standards at no charge to the City.		
2.02	Provide web and phone based deposit services at no cost to the City.		
2.03	The system must have the ability to record in person deposits.		
2.04	The system must have the ability to deduct a set percentage of funds deposited on an account.		
2.05	The system must have the ability to maintain a negative account balance after inmate discharge to aid in the collection of owed funds in a subsequent incarceration.		
2.06	The system must have the ability to show a detailed individual account history for each inmate that includes all transactions.		
2.07	The system must have the ability to show the origin of funds placed on an inmate account, to include investigative tools, such as the ability to run a depositor's name to show all inmates that depositor has contributed funds to.		
2.08	The system must have the ability to create charges, credits, and debits to an inmate account.		
2.09	The system must generate reports such as reconciliation, accounts receivable agency, and commissary items ordered. Reports must have the ability to export in to Excel or other flat file format.		
2.10	The system must be able to print checks for released inmate account balances, with no cost to the City.		
2.11	The system must provide a credit or debit card issue system for released inmate account balances, with no cost to the City. The credit or debit card issue system must provide released inmates with the opportunity to receive the entirety of the funds issued to the debit card without City assistance.		
2.12	The system must adhere to generally accepted accounting principles and provide an audit trail of all transactions.		
2.13	The system must meet or exceed existing interface with the EIS jail management system. If there is an interface needed the successful proposer will bare all costs. The city shall not be liable for any setup costs.		
2.14	Provide system training to City employees.		
2.15	Provide access to the Proposer's customer service staff during normal business hours (M-F, 8am-5pm local time).		
2.16	Provide on-site maintenance response for all system components according to the following schedule:		
2.17	Within four (4 hours) of the first call for service of the kiosk in the Booking area if the issue renders the unit unusable.		
2.18	Within twenty-four (24) hours of the first call for service for all other components.		
2.19	Credit Cards and Debit Cards PCI Compliant		

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT

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

Dated:

Parties: City of Springfield ("CITY")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

("Independent Contractor")

Additional Independent Contractor Information:

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

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

Table with 2 columns: Account Number, Percentage

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

- 1. Payment by CITY. CITY shall pay Independent Contractor according to the sum and schedule described in Attachment "1" attached hereto and incorporated herein by this reference and in an amount not to exceed \$.....
2. Services to be Performed by Independent Contractor. Independent Contractor shall perform the services described in Attachment 1.
3. Invoice. Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #XXXX and approval code #XXX.



### ATTACHMENT 3

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until \_\_\_\_\_, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** *[Insert here a description the sourcing activity that was performed.]*
6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
7. **First Point of Contact.**  
**Independent Contractor:** [insert name, ph# and email address]  
**CITY:** [insert name, ph# and email address]
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" , "B" and "C" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor and as more specifically set forth in Exhibit C.
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, it's officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
15. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim,

### ATTACHMENT 3

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

#### 16. Insurance.

**16.1 General Insurance.** The 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. Independent Contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent Contractor agrees that the limits regarding liability insurance set forth in this Section 16 will be modified to conform to such limits. Independent Contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

**16.2 Asbestos Abatement (only applicable to contracts where asbestos maybe present).**

The Commercial General Liability policy shall be written on a form that meets the following criteria, and must be ASBESTOS SPECIFIC as follows:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

**16.3 Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Independent Contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for exemption shall be provided to the City.

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

**16.5 Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Independent Contractor shall provide written notice to the City contract manager within 2 calendar days after the Independent Contractor becomes aware that their coverage has been canceled or has been materially changed. The Independent 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 Independent Contractors insurance coverage to cease or be modified, it is the Independent 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. \_\_\_\_\_ **(Independent Contractor initials)**

**16.6 Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

### ATTACHMENT 3

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

### ATTACHMENT 3

may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

24. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
25. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
26. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
27. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
28. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
29. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
30. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
31. **Americans With Disabilities Act Compliance.** Independent Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.
32. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
33. **Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.
34. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between

**ATTACHMENT 3**

the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

**CITY OF SPRINGFIELD:**

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

**INDEPENDENT CONTRACTOR**

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

SAMPLE

## ATTACHMENT 3

### EXHIBIT "A"

#### INDEPENDENT CONTRACTOR STATUS

Independent contractor states and represents that contractor is an independent contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Independent contractor provides services for remuneration; and
2. Independent contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of City to specify the desired results; and
3. Independent contractor is customarily engaged in an independently established business; and
4. Independent contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Independent contractor complies with at least five of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of City; or is in a portion of the independent contractor's residence and that portion is used primarily for the business.
  - (b) The independent contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Independent contractor will immediately inform City in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

## ATTACHMENT 3

### EXHIBIT "B"

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

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

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

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

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

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

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

### ATTACHMENT 3

- 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) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of SUB contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.  
If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.  
If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

#### FEDERAL AGENCIES

Department of Agriculture  
Forest Service  
Soil Conservation Service  
Department of the Army Corps of Engineers  
Coast Guard  
Department of Health and Human Services  
Department of the Interior  
Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Outdoor Recreation  
Department of Commerce

Fish and Wildlife Services  
Office of Surface Mining  
Reclamation and Enforcement  
Bureau of Reclamation  
Department of Labor  
Occupational Safety and Health Administration  
Mine Safety and Health Administration  
Department of Transportation  
Federal Highway Administration  
Environmental Protection Agency

#### STATE AGENCIES

Department of Agriculture  
Department of Energy  
Department of Environmental Quality  
Department of Fish and Wildlife  
Department of Forestry

Department of Human Services  
Land Conservation and Development Commission  
Division of State Lands  
State Soil and Water Conservation Commission  
Water Resources Department



### ATTACHMENT 3

Department of Geology and Minerals

Oregon Department of Transportation

#### LOCAL AGENCIES

Common Council, City of Springfield  
Environmental Services, City of Springfield  
Board of Commissioners, Lane County  
Lane Regional Air Protection Agency  
Willamalane Park & Recreation District  
Rainbow Water District

Planning Commission, City of Springfield  
Development Services Department, City of Springfield  
Planning Commission, Lane County  
Springfield Utility Board  
Springfield Downtown & Glenwood Urban Renewal Districts

- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

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

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

## ATTACHMENT 3

### EXHIBIT C OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

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

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

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

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

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

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

Independent Contractor represents and warrants to City that:

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

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

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

## ATTACHMENT 3

### EXHIBIT “D”

#### Protected Information

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Independent Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City or an individual identified with the data or information in Independent Contractor’s custody or access.

To the extent that Independent Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Independent Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Independent Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Independent Contractor will notify the appropriate City contact no later than one hour after they are aware of the breach. Independent Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Independent Contractor will not undertake litigation on behalf of the City without prior written consent.
5. **Data Storage and Backup.** Independent Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Independent Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.  
  
Independent Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.
6. **Data Re-Use.** Independent Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Independent Contractor. Independent Contractor further agrees that no City data of any kind shall be revealed, transmitted, exchanged or otherwise passed to

### ATTACHMENT 3

other Independent Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.

7. **PCI Compliance.** Independent Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of City whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Independent Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Independent Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Independent Contractor must comply with the request, Independent Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Independent Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Independent Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Independent Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Independent Contractor further grants City the right, but not the obligation, to enforce these provisions in Independent Contractor's name against any of Independent Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Independent Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Independent Contractor and City.
12. **Criminal Background Check.** City shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the City's Criminal Justice Information System (CJIS) protected data, software systems or facilities. For access to any area where CJI information is stored or transmitted Independent Contractor's employees shall possess Level 4 certification.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Independent Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

**ATTACHMENT 4**

**Authorization to Legally Bind Proposer**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Prime Bidder/Proposer: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

CCB#/PE#/Other Registration: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

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

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:

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