

# 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# 2057 PeopleSoft HCM 9.2 Upgrade and On-Call 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/RFPPAGE.HTM> to check for any available addendum to current opportunities, cancellations or intents to award posted.



# **Request for Proposal**

## **RFP# 2057**

PeopleSoft HCM 9.2 Upgrade and On-Call Services

City of Springfield  
Information Technology Department  
Springfield, Oregon 97477

**April 3, 2018**

**CITY OF SPRINGFIELD  
OREGON**

**Request for Proposals #2057  
Information Technology  
PeopleSoft HCM Upgrade and On-Call Services**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 3rd of May, 2018 and opened at 2:00 p.m. local time the same day, for proposals regarding PeopleSoft HCM 9.2 Upgrade and On-Call Services. Sealed proposals must be marked "**RFP #2057: PeopleSoft HCM 9.2 Upgrade and On-Call Services**".

The city is seeking proposals from qualified PeopleSoft developer's with the technical and function expertise to upgrade PeopleSoft HCM to 9.2 and for On-Call services.

Proposal packets are available on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP#2057: PeopleSoft HCM 9.2 Upgrade an On-Call Services*) or by contacting Jayne McMahan at by email: [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov)

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the City.

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Jayne McMahan at (541)726-3708 at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.



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Robert J. Duey  
Finance Director  
City of Springfield, OR

Publication Schedule:

The Register Guard: April 3, 2018  
Daily Journal of Commerce April 4, 2018

## I. Project Overview

The City seeks qualified proposers to provide PeopleSoft HCM 9.2 Upgrade implementation and On-Call services.

## II. Overall Project Description

The City of Springfield's purpose for issuing this Request for Proposals (RFP) is to establish a contract(s) with a PeopleSoft Certified Consultant to upgrade our HCM from 9.1 to 9.2.

Additionally, the city is looking to contract for PeopleSoft On-Call services for the following areas:

- Type 1: Provide as needed telephone, web conference and email support for small questions of less than eight hours of effort per occurrence. (ex: we have an error on page and need help resolving the issue)
- Type 2: Provide needed technical review, analysis, debugging and consulting services of between eight and 24 hours of service per occurrence. (ex: we want to add some code to add fields and leave accruals to paychecks)
- Type 3: Provide project implementation services requiring more than 24 hours of service. Each implementation project will have a separate scope of work addendum to this contract with defined deliverables, project plan and a "not to exceed" budget. (ex: The city would like to create Voucher Build for payments for Library books from Sirsi)

The scope of PeopleSoft HCM 9.2 Upgrade Project is described in Attachment #1 - Scope of Work. The On-Call Services are described in Attachment #2 Scope of Work.

At the city's sole discretion the city may establish contracts with more than one proposer to satisfy the On-Call business needs contemplated herein.

## III. Proposal Submission Requirements

Proposer's response to the Request for Proposal (RFP) must contain all of the information requested in the RFP 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

**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. The entire Proposal submitted shall not exceed 75 pages in length.

1. **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 firms' representation according to the Attachment's 1 and 2 Scopes of Work.
  - b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 4 Sample Contract terms and conditions.
  - 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 May 22, 2018 and a statement that the submission is a firm offer for a 180-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.
2. **Qualifications-** Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of PeopleSoft Upgrade to HCM 9.2 and development projects. Response should reference the items outlined in Attachment 1 and Attachment 2 – Scopes of Work.
3. **Resumes-** Include a resume for the Project Manager and Lead developer who will be assigned to this engagement. Include a description of the PeopleSoft development team: number of members, rate of turnover, years of experience with PeopleSoft and any PeopleSoft certifications and when earned.

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.

NOTE: All selected Proposers staff assigned to the project(s) will need to have a background check.

#### 4. Approach

##### a. Statement of Work #1- Upgrade HMC 9.1 to 9.2

The proposal should set forth an explanation of the development, implementation and testing methodology to be followed, to perform the services required in this request for proposal. Timelines and proposed plan needs to be included.

Proposers are required to provide the following information on their project approach:

- i) Tools and techniques used to gather, review and analyze user requirements;
- ii) Process used to research documentation and module code;
- iii) Process used to implement solutions;

- iv) Description of proposer’s change management process;
- v) Provide administrative training to City staff; provide knowledge transfer to assure that internal staff can maintain systems after contracted work is complete;
- vi) Provide examples of past documentation used for the above.

**b. Statement of Work #2 – On Call Services**

The proposal should set forth an explanation of the development, implementation and testing methodology to be followed, to perform the services required in this request for proposal.

Proposers are required to provide the following information on their project approach:

- i) Tools and techniques used to gather, review and analyze user requirements;
- ii) Process used to research documentation and module code;
- iii) Process used to implement solutions;
- iv) Timelines for solution based upon issue criticality;

Priority	Description	Proposers Response Time
<b>Critical</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure or vital system functions; meaning <i>City’s PeopleSoft application or vital systems are not accessible</i> and has caused a complete work stoppage.	
<b>Non-Critical</b> 2	A support issue shall be considered <b>Non-Critical</b> when a non critical failure in operations occurs; meaning <i>City’s PeopleSoft application is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.</i>	
<b>Minor</b> 3	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	

- v) Description of proposer’s change management process.

**5. Fee Proposal – Completed Attachment #3 for Attachment # 1 Scope of Work**

The fee proposal must include the following:

- a. Tasks and sub-tasks;
- b. Overall proposed hourly cost. Also, include a comprehensive rate card.
- c. Out of pocket reimbursable expenses for providing services. Please include an estimate for this item(s).

All travel or other related expenses must be pre-approved in writing by the City and are a pass through without markup. Independent Contractor must use City travel reimbursement rates. City follows GSA Per Diem rates that can be found at the following URL <http://www.gsa.gov/portal/category/100120>. Authorized expenses to be reimbursed by the City include: transportation to and from destination (coach fare or less), lodging, meals, local transportation at destination, and miscellaneous incidental expenses required to transact City business. The City does not reimburse for alcohol, in room movies, laundry, dry cleaning, room service additional charges for in room meal delivery, or health club costs. Copies of all receipts must accompany invoice for all pre-approved reimbursable expenses.

- 6. On Call Services – Scope of Work #2** - If it should become necessary for the City of Springfield to request the Contractor to render any additional On-Call 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 a written Amendment and a Statement of Work to the contract between the City of Springfield and the Proposer. Any such additional work agreed to between the City of Springfield and the Proposer shall be performed at the same rates set forth in the Fee Proposal. Include the hourly rate for additional services in the table below.

Job Title	Number of Employees	Hourly Rate
Project Manager		
Systems Architect		
PeopleSoft Developer		
Other		

- 7. References** - Provide a minimum of three (3) references for PeopleSoft projects from organizations for which you have provided similar services. At least one of the references where your team has performed an upgrade from 9.1 to 9.2. The references should include, at a minimum, the name of the organization, the address, the contact person, title, services provided, email address and a telephone number. References cannot include current City Staff.
- 8. Attachment #4** – Sample Contract – Include in your cover letter acceptance of terms and conditions.
- 9. Signed Attachment #5** – Authorization to Legally Bind Bidder.
- 10. Signed Attachment #6** – Minority Women Emerging Small Business Form (MWESB)

**IV. Evaluation and Selection Criteria**

A committee comprised of representatives from the City 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**

The following represent the criteria which will be considered during the evaluation process.

a. Proposal Evaluation Criteria for Statement of Work #1

Criteria	Possible Points
The qualifications of the Proposer to provide PeopleSoft development service in response to scope of work	30
Proposers intended approach to providing services	20
References	10
Cost	35
Completeness of RFP	5
<b>Total</b>	<b>100</b>

b. Proposal Evaluation Criteria for Statement of Work #2

Criteria	Possible Points
The qualifications of the Proposer to provide PeopleSoft development service's in response to scope of work	30
Proposers intended approach to providing services	20
References	10
Cost	35
Completeness of RFP	5
<b>Total</b>	<b>100</b>

2. Tie Breaker

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Cost. If these scores are also tied, then by taking the highest scoring proposer based on their Qualifications.

V. Schedule for Selection Process

<b>RFP Package Available</b>	<b>April 3, 2018</b>
<b>Request for Clarification Due (if applicable)</b>	<b>April 23, 2018 noon local time</b>
<b>Response to Clarification Due (if applicable)</b>	<b>April 24, 2018</b>
<b>Proposals Due by:</b>	<b>May 3, 2018 2pm local time</b>
<b>Intent to Award Notice (approximate)</b>	<b>May 7, 2018</b>
<b>Contract Award (approximate)</b>	<b>May 21, 2018</b>
<b>Work Commences</b>	<b>May 22, 2018</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 April 23, 2018.



## **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# 2057 PeopleSoft HCM 9.2 Upgrade and On-Call Services**).

Each Proposal must include one (1) original signed submission, five (5) printed copies clearly marked “**RFP# 2057 PeopleSoft HCM 9.2 Upgrade and On-Call Services**” and (1) electronic copy (PDF format) on a CD or thumb drive. 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, May 3, 2018 at the following address:

City of Springfield  
Jayne McMahan, Procurement and Contracts Manager  
225 Fifth Street, Suite 201  
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# 2057 PeopleSoft HCM 9.2 Upgrade and On-Call 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 4.

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

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

## **XI. City Selection Discretion**

Springfield reserves the right to reject any or all 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  
225 Fifth Street, Suite 201  
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  
City of Springfield  
225 Fifth Street, Suite 201  
Springfield, OR 97477  
[jmcmahan@springfield-or.gov](mailto:jmcmahan@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#2057 PeopleSoft HCM 9.2 Upgrade and On-Call 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 April 23, 2018.

#### **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 April 23, 2018. 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, Suite 201  
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 City of Springfield, a small municipality with a staff of 400+ employees seeks a qualified firm to assist the Information Technology and Human Resources departments with implementation/upgrade of PeopleSoft Human Capital Management (HCM) from version 9.1 to 9.2. Currently, the City has PeopleSoft HCM 9.1 with PeopleTools 8.55.15 on SQL Server 2012 R2. This upgrade is a precursor to getting the Talent Acquisition Management / Candidate Gateway (TAM/CG) module implemented already under contract.

Additionally, the scope includes upgrading PeopleTools from 8.55.15 to 8.56.

The City plans to start the upgrade PeopleSoft HCM 9.2 with the Tools upgrade upon contract execution.

All interfaces between HRMS and any other systems (PS Financials and other systems), will be part of the upgrade process. Any changes that need to be made to make the interfaces function properly will be performed on HCM or the other systems. There are 5 interfaces: Positive pay, reverse positive pay, Payroll to GL interface, HCM to Laserfiche, and the chartfield explode process.

The entire project must achieve the go-live date of October 31, 2018.

### II. Outcomes/Project Objectives:

1. **Upgrade to HCM PeopleSoft version 9.2** – Upgrade HCM from version 9.1 to version 9.2. This will include the test databases and production. It will be tested, customizations re-applied, and any new features that have been chosen to implement.
2. **Upgrade to HCM PeopleTools 8.56**- Upgrade from 8.55.15 Tools to version 8.56. This tools upgrade will happen the same time that the application is being upgraded. This will be tested and any new tools features will be identified.
3. **Have directions and instructions to apply PeopleSoft Update Manager (PUM) to application**- Knowledge transfer on all aspects of the upgrade that includes system configuration, administration procedures that are new or different, and how to proceed with other updates through PUM.

### III. Final Deliverables/Work Products:

- Be fully functioning on PeopleSoft version 9.2;
- Upgraded to PeopleTools 8.56.xx (the most current version);
- All customizations be identified as keeping, deleting or replacing with new features;
- All interfaces be upgraded to work with the new version of PeopleSoft;
- The upgrade will be completely tested to make sure the system is working properly;
- The City of Springfield team will be trained on what is the new functionality in PeopleSoft version 9.2 that we will be using. Training will include step by step written documentation with screenshots that are easy to follow.

#### **IV. Proposer Role and Responsibilities:**

- The Proposer will provide a dedicated project manager and staff;
- The Proposer will install all needed PeopleSoft software to support the new PeopleTools and PeopleSoft application environments;
- The Proposer will perform a fit/gap analysis to determine what new features we will implement and also what customizations that we can replace with new features. There is an inventory of our customizations that will be used for this step. The city's application is mainly vanilla with a custom timecard module bolt-on.
- The Proposer will follow the Oracle published process specified in the following documents and any referenced documents:  
“PeopleSoft\_Human\_Capital\_Management\_91\_to\_92\_through\_Update\_Image24\_10\_2017” and “PeopleTools 8.56 Installation for Microsoft SQL Server” (June 2017). regarding version upgrades. There will be the initial upgrade, two (2) moves to Production, and the final move to Production.  
The structure of Production and Test folders will follow the structure used by the City of Springfield. The structure of the Production and Test folders will be reviewed and approved by the City of Springfield prior to implementation. (Springfield's original PeopleSoft structure for our test application server consisted of a single PS\_HOME folder structure instead of multiple PS\_HOMES. There is also a single Web server domain called “peoplesoft” with multiple sites matching the database names, like HR9DMO, HR9TST, HR9PAY, etc.)
- The Proposer will perform all needed PeopleSoft patching to support the new PeopleTools and PeopleSoft application environments for the upgrade;
- The Proposer will retro fit and retain, redesign, or reduce existing customizations;
- The Proposer will migrate all needed PeopleSoft PeopleTools and Application configurations and upgrade data to support the new PeopleTools and PeopleSoft application environments;
- The Proposer will migrate all needed MS SQL Server database information to support the new PeopleTools and PeopleSoft application environments;
- The Proposer will not modify City data without expressed permission and coordination with City staff;
- The Proposer will not use, share or elevate credentials used to access City systems without written permission granted by the City;
- The Proposer will respond to City requests for information in a timely manner;
- The Proposer will notify the City of all issues that may impact the scope, deliverables or schedule of the project;
- The Proposer will provide weekly updates on project status and in coordination with the City maintain status of tasks and issues in shared logs;
- The Proposer will hold findings confidential.

#### **V. City of Springfield Role and Responsibilities:**

- City will provide the selected Proposer with an authorized account to access the City's servers, applications and databases as required for performing their role on the project;
- City will provide dedicated project lead;
- City will provide the selected Proposer access to business area and technical experts as required;

- City will respond to the selected Proposer requests for information and materials in a timely manner;
- City will build all databases, application and web hosting (physical and virtual) services per requirements provided by the selected Proposer;
- City will perform needed MS operating system and MS SQL Server database patching and hardening;
- City will evaluate all deliverables in a timely fashion;
- City will provide clear and concise direction on any remediation action;
- City reserves the right to not to proceed with part or all of remediation actions.

**VI. Timeline, Major Milestones or Tasks:**

<b>Task#</b>	<b>Task Description</b>	<b>Start Est Date</b>	<b>Finish Est Date</b>
<b>1</b>	Review the documentation for the upgrade	May 22	May 28
<b>2</b>	Create a team for reviewing customizations, new features, and other requirements	May 15	May 22
<b>3</b>	Review the Project plan	May 22	May 25
<b>4</b>	Perform the Fit/Gap analysis	May 25	June 1
<b>5</b>	Determine the versions of Tools and Application (for example: Tools 8.56.14)	May 25	June 1
<b>6</b>	Install the application	May 25	June 1
<b>7</b>	Perform upgrade steps for initial run	June 1	August 20
<b>8</b>	Test	August 20	August 31
<b>9</b>	Perform upgrade steps for second run	Sept 4	Sept 21
<b>10</b>	Test	Sept 24	Sept 28
<b>11</b>	Perform upgrade steps for third run	Oct 1	Oct 9
<b>12</b>	Test	Oct 10	Oct 17
<b>13</b>	Perform upgrade steps for move to production	Oct 25	Oct 29
<b>14</b>	Test	October 29	Oct 31
<b>15</b>	Train City staff in upgrade process and new features	Sept 15	Oct 31
<b>16</b>	Go Live	Oct 30	Oct 30

## **VII. Out of Scope**

The city will not implement any new modules or e-modules unless it is delivered in the new version and we cannot use our old functionality. If new functionality is desired, it will be determined by the project team. If there is new functionality that can be implemented without any additional work by IT, HR or Payroll, that new functionality may be implemented. If there is a great need to add to the scope, it will be evaluated through scope control.

## **Attachment #2 Scope of Work**

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

The City of Springfield runs PeopleSoft HCM and Financials version 9.1 software for human resources, payroll, benefits, general ledger, accounts payable, and other modules in the systems. The PeopleSoft team is continually implementing new features and modules in the systems and also new applications that interface with the systems. Information Technology Department frequently encounters challenges that exceed the level of support that is received through Oracle Support. Also, there are new applications or modules wanted that surpass current IT resources and the need exists to augment staffing.

These services needed include technical references and review of small technical issues, through more complex projects such as implementation of voucher build module in PeopleSoft.

### **II. Desired Outcomes/Project Objectives:**

- Type 1: Provide as needed telephone, web conference and email support for small questions of less than eight hours of effort per occurrence.
- Type 2: Provide needed technical review, analysis, debugging and consulting services of between eight and 24 hours of service per occurrence.
- Type 3: Provide project implementation services that are more complex in nature and requiring more than 24 hours of service. Each implementation project will have a separate statement of work amendment to this contract with defined deliverables, project plan and a “not to exceed” budget.

### **III. Final Deliverables / Work Products:**

- Type 1: Verbal or email satisfactory answer to the request for assistance.
- Type 2: Depending on issue presented, deliverables may include delivered software product, technical training and/or technical specification. All deliverables will include written documentation of the solution.
- Type 3: Deliverables will be specified in the statement of work specifically designed for the project.

### **IV. Proposer Role and Responsibilities:**

- The selected Proposer will not modify City data or software systems without expressed permission and coordination with City staff.
- Selected Proposer will not use, share or elevate credentials used to access City systems without written permission granted by the City.
- Selected Proposer will respond to City requests for information in a timely manner.
- Selected Proposer will work with the City to create a project plan, requirements, and timeline.
- Selected Proposer will notify the City of all issues that may impact the scope, deliverables or schedule of the project.



## **V. City of Springfield Role and Responsibilities:**

- City will provide each selected Proposer team member with an authorized account to access the City's servers, applications and databases as required for performing their role in the project.
- City will provide the selected Proposer with access to business area and technical experts as required.
- The City will work with the selected Proposer to create a project plan, requirements, and timeline.
- City will respond to the selected Proposer requests for information and materials in a timely manner.
- City will build all databases, application and web hosting (physical and virtual) services per requirements provided by the selected Proposer.
- City will evaluate all deliverables in a timely fashion.

## **VI. Timeline, Major Milestones or Tasks:**

Timelines and milestones for each Type 3 project will be defined under a discrete written executed scope of work. For Type 1 and 2 services, this section is non-applicable.

## **VII. Proposed Budget:**

The costs for all services received under this statement of work will not exceed \$75,000. This is for billing purposes only and isn't a commitment of funds.

## **VIII. Additional Rates:**

<u>Proposer Talent:</u>	<u>Hourly billing rate:</u>
Project Manager	
Systems Architect	
PeopleSoft Developer	
Other	

**ATTACHMENT 3**

**Fee Proposal**

					[TITLE OF TALENT]	[TITLE OF TALENT]	[TITLE OF TALENT]	[TITLE OF TALENT]	[TITLE OF TALENT]	Admin Support	Direct Expenses <sup>1</sup>	Total/Hours	Total/NTE Cost
					Staff Name								
					Hourly rate	\$	\$	\$	\$	\$			
Task	Task Description <sup>2</sup>	Start	Finish		# of hours	# of hours	# of hours	# of hours	# of hours	# of hours			
1													
1.1													
1.2													
2													
2.1													
2.2													
3													
3.1													
3.2													
4													
4.1													
4.2													
5													
5.1													
5.2													
					<b>Total Hours</b>								
					<b>Cost Subtotal</b>								

Notes

1. Please describe what each specific direct expense is for.
2. Subtasks are provided as an example, if additional subtasks are necessary please include.
3. Include the titles, staff names and hourly rates for any additional services.
4. Do not submit with your proposal. Must be ready to submit to city within 24 hours of the issuance of the Intent to Award.

Markup on Subs at ##%
Total Markup Fees:
Grand Total

**CITY OF SPRINGFIELD**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
(Type 3)  
Contract #

Dated:

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

and

("Independent Contractor")

**Additional Independent Contractor Information:**

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

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

Account Number	Percentage

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

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachments \_\_\_\_, attached hereto and incorporated herein by this reference and in an amount not to exceed\_\_\_\_\_.
2. **Services to be Performed by Independent Contractor.**
  - 2.1. Independent Contractor shall perform the services described in Attachment 1.
  - 2.2. The Independent Contractor agrees to provide all professional personnel necessary to perform the Statement of Work, including the individuals who were named in the Independent Contractor's proposal submitted in response to the City's Request for Proposals. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in

## ATTACHMENT 4

writing by the City. In the event the Independent Contractor proposes to substitute any of the key personnel designated below, 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.

### 3. Invoice.

- 3.1. Invoice to be sent to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [ap@springfield-or.gov](mailto:ap@springfield-or.gov) ;
- 3.2. Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed;
- 3.3. The invoice must reference this contract #XXXX and approval code #XXX;
- 3.4. The invoice must include the task # and sub-task #, number of hours worked on the task, name and title of staff or subcontractor, \$ per hour and identify percentage completed of each Task/Deliverable;
- 3.5. For all reimbursable expenses detail and documentation of each as described in Attachment 1;
  - Documentation would include invoices from subcontractors or receipts and/or mileage at the GSA rates which can be found at <http://www.gsa.gov/portal/content/104877> <https://www.irs.gov/tax-professionals/standard-mileage-rates>;
  - All travel or other related expenses must be pre-approved in writing by CITY and are a pass through without markup.
    - Independent Contractor must use CITY travel reimbursement rates. CITY follows GSA Per Diem rates that can be found at the following URL <http://www.gsa.gov/portal/category/100120>.
    - Authorized expenses to be reimbursed by the CITY include: transportation to and from destination (coach fare or less), lodging, meals, local transportation at destination, and miscellaneous incidental expenses required to transact CITY business.
    - The CITY does not reimburse for alcohol, in room movies, laundry, dry cleaning, room service additional charges for in room meal delivery, or health club costs.
    - Copies of all receipts must accompany invoice for all pre-approved reimbursable expenses.
    - If reimbursement is to be requested for mileage, a printout (i.e. Map Quest) showing the number of miles from point of origin to point of destination shall be included to validate the number of miles requested for reimbursement.
- 3.6. Identify unresolved issues or concerns that may affect the Statement of Work (SOW), schedule or budget for Services.

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until December 31, 2018, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

5. **Sourcing.** Independent Contractor selected from RFP 2057 PeopleSoft HCM 9.2 Upgrade and On-Call Services issued April 2018.

### 6. First Point of Contact.

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

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

## ATTACHMENT 4

- 7. Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
- 8. Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.
- 9. Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
- 10. Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor 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, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
- 14. Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided
- 15. Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

## ATTACHMENT 4

### 16. Insurance.

- 16.1. General Insurance.** The Independent Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent Contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent Contractor agrees that the limits regarding liability insurance set forth in this Section 16.1 will be modified to conform to such limits. Independent Contractor and CITY shall sign an amendment to this Agreement incorporating such modification.
- 16.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 16.3. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage 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](mailto: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.
- 16.7. Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 16.8. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

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

## ATTACHMENT 4

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. Non Appropriation.** The obligation of the City to make payments beyond June 30, 2018 is subject to annual appropriation. To the extent that funds are appropriated to make those payments for a given fiscal year, the full faith and credit of the City is pledged to the payments for such fiscal year. The obligation of the City to make those payments is not secured by the unlimited taxing power of the City and is not a general obligation of the City. The City's obligation to make those payments in any year is subject to future appropriation of funds by the City Council for the fiscal year in which the payment is due. In the event that funds are not so appropriated, payments will not be made. The failure to make a payment due to non-appropriation shall not constitute a default under this Agreement.
- 34. 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.
- 35. 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,



**ATTACHMENT 4**

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

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

**CITY OF SPRINGFIELD:**

**INDEPENDENT CONTRACTOR**

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

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

SAMPLE

## ATTACHMENT 4

### 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 three 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 4

### EXHIBIT "B"

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

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

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

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

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

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

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

## ATTACHMENT 4

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- 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,
  - 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,
  - 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 Human Services  
Land Conservation and Development Commission  
Division of State Lands

## ATTACHMENT 4

Department of Fish and Wildlife  
Department of Forestry  
Department of Geology and Minerals

State Soil and Water Conservation Commission  
Water Resources Department  
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 4

### 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.

**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

## ATTACHMENT 4

further agrees that no City data of any kind shall be revealed, transmitted, exchanged or otherwise passed to 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 be 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

### EXHIBIT E

#### City of Springfield Business Associate Agreement Between - City of Springfield and INDEPENDENT CONTRACTOR

This Business Associate Agreement ("Agreement") between City of Springfield (Springfield) and INDEPENDENT CONTRACTOR is executed to ensure that INDEPENDENT CONTRACTOR will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Springfield in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

#### A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

#### B. Obligations of Business Associate

INDEPENDENT CONTRACTOR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Springfield any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Springfield without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of INDEPENDENT CONTRACTOR agree to the same restrictions, conditions, and requirements that apply to INDEPENDENT CONTRACTOR with respect to such information;
5. Make available PHI in a designated record set to Springfield as necessary to satisfy Springfield's obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Springfield, or take other measures necessary to satisfy Springfield's obligations under 45 CFR §164.526 in no more than 30 days of a request;

## ATTACHMENT 4

7. Maintain and make available information required to provide an accounting of disclosures to Springfield or an individual who has a right to an accounting within 60 days and as necessary to satisfy Springfield's obligations under 45 CFR §164.528;
8. To the extent that INDEPENDENT CONTRACTOR is to carry out any of Springfield's obligations under Subpart E of 45 CFR Part 164, INDEPENDENT CONTRACTOR shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to Springfield when it carries out that obligation;
9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. Springfield shall notify INDEPENDENT CONTRACTOR of any restriction on the use or disclosure of PHI that Springfield has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect INDEPENDENT CONTRACTOR's use or disclosure of PHI; and
11. If Springfield is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), INDEPENDENT CONTRACTOR agrees to assist Springfield in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Springfield's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Springfield agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Springfield of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Springfield of any threat of identity theft as a result of the incident.
12. If INDEPENDENT CONTRACTOR is part of a larger organization, INDEPENDENT CONTRACTOR will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

### C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by INDEPENDENT CONTRACTOR on behalf of Springfield are limited to:

1. The review of patient care information in the course of INDEPENDENT CONTRACTOR conducting risk and compliance assessment activities, or providing Springfield with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist Springfield in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Service Agreement.
3. Uses or disclosures of protected health information as required by law

### D. Termination

1. Springfield may terminate this Agreement if Springfield determines that INDEPENDENT CONTRACTOR has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take

## ATTACHMENT 4

reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.

3. Upon termination of this Agreement for any reason, INDEPENDENT CONTRACTOR shall return to Springfield or destroy all PHI received from Springfield, or created, maintained, or received by INDEPENDENT CONTRACTOR on behalf of Springfield that INDEPENDENT CONTRACTOR still maintains in any form. INDEPENDENT CONTRACTOR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.
4. The obligations under Section D are perpetual and shall survive termination of this agreement.

SAMPLE

## ATTACHMENT 5

### Authorization to Legally Bind Proposer

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

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

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

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

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

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

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

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

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

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

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

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



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

The 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: