

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

Information to be provided:

- “RFP 2081 EXECUTIVE RECRUITMENT SERVICES”
in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

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

**CITY OF SPRINGFIELD
OREGON**

**Request for Proposals #2081
Executive Recruitment 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 2nd of July, 2018 and opened at 2:00 p.m. local time the same day, for proposals regarding Executive Recruiting Services. Sealed proposals must be marked "**RFP#2081: Executive Recruiting Services**" along with the proposers company name and address.

The City is seeking a consultant with an expertise in Executive Recruitment Services to search for a new Finance Director and Development and Public Works Director.

Proposal packets are available on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP#2081: Executive Recruiting Services*) or by contacting Jayne McMahan at (541)726-3708 or by email: 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.



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

The Register Guard: May 29, 2018
Daily Journal of Commerce May 30, 2018



Request for Proposal #2081

Executive Recruitment Services

City of Springfield
Human Resources Department
Springfield, Oregon 97477

May 29, 2018

I. City Overview

Located in the heart of Oregon's Southern Willamette Valley, Springfield is a great place to live, work, and play. Springfield is a family-friendly community where a resurgent economy and numerous historical aspects of Oregon's past have blended into a vibrant home for approximately 60,000 residents within 15.6 square miles. Springfield, its sister-city Eugene, and the surrounding region combine to create Oregon's third largest metropolitan area with a population of 351,800.

Springfield has a council-manager form of government. The City Council, comprised of volunteers, consists of one person nominated from each of six wards and elected by voters at large. The Mayor is elected by citywide vote, and Mayor and Council elections are nonpartisan. The City Manager is responsible for overseeing City operations and providing policy guidance to the Council. The City had a Fiscal Year '18 budget of \$321M and 410 full-time employees. The City is on a July 1-June 30 fiscal year.

II. Overall Project Description

The City is seeking a consultant with an expertise in 1) Development and Public Works Executive Recruitment Services; 2) Finance Executive Recruitment Services. The firm's experience and expertise must include director level searches in cities of a comparable size. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of findings, conclusions, and recommendations as it specifically relates to executive recruitments.

The consultant will be responsible for providing the services to the City as specified in Attachment #1 Scope of Work.

III. Proposal Submission Requirements

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

Content requirements

1. **General** – Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.
2. **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm.
 - a. The letter must introduce the Proposal, provide an overview of your representation according to the Attachment 1 Scope of Work.
 - b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 2 Sample Contract terms and conditions.
 - 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 July 26, 2018 and a statement that the submission is a firm offer for a 90-day period.
 - f. Pending Litigation: Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein, or, if decided in an adverse manner, materially adversely affect the financial condition of your firm. Any firm selected pursuant to this RFP will be required to advise the city of any developments during the term of this appointment with respect to existing and/or any new civil or criminal legal investigations, pertinent litigation and/or regulatory action involving the firm or its employees which could impact the firm's role or ability to perform the consulting services.
3. **Qualifications-** Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of recruitment work.
 4. **Resumes-** Include a resume for the recruiters assigned to this engagement.

The Proposer agrees to provide all professional personnel necessary to perform the Scope of Work, including the individuals who were named in the proposal submitted. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the public agency. In the event the Proposer 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.

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

Proposers will be required to provide the following information on their recruitment approach and as more specifically outlined in Attachment #1:

- a. How they identify candidates;
 - b. Samples of targeted mailings and outreach;
 - c. Strategies for attracting minority and women candidates;
 - d. How they screen initial pool of applicants and shortlisting;
 - e. How the firm plans to coordinate recruitment activities with City staff.
6. **References -** Provide a minimum of five (5) references for recruitment services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.
 7. **Attachment #2 –** Sample Contract – in your cover letter acceptance of terms and conditions.
 8. **Completed Attachment #3 Fee Proposal -**The fee proposal must list the total hours, personnel costs, and out-of-pocket expenses.
 9. **Completed Attachment #4 –** Tasks and Timeline – The document must be completed listing the tasks and timeline, job title and hours for the recruitment process.
 10. **Signed Attachment #5 –** Authorization to Legally Bind Bidder
 11. **Signed Attachment #6 –** Minority Women Emerging Small Business Form (MWESB)

12. **Attachment #7** - For reference only: Executive Manager Classification Specification

13. **Attachment #8** - For reference only: Classification Addendum's

14. **Additional Services** - If it should become necessary for the City of Springfield to request the recruiters to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Springfield and the firm. Any such additional work agreed to between the City of Springfield and the firm shall be performed at the same rates set forth in the Fee Proposal.

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

Criteria	Possible Points
Previous Experience and Proposed Staff	35
Approach	25
Cost	25
References	10
Completeness of RFP	5
Total	100
Oral Presentation for selected firms (if any)	20
Grand Total	120

2. Oral Presentations (if any) and Final Scoring

- a. After the technical proposals have been evaluated and finalist firms have been identified, those firms may be invited to make an oral presentation to the committee.
- b. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted proposal.
- c. Firms may receive up to an additional 20 points on the presentation.
- d. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.

3. 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 their Previous Experience and Proposed Staff. If these scores are also tied, then by taking the highest scoring proposer based on Approach.

V. Schedule for Selection Process

RFP Package Available	May 29, 2018
Request for Clarification Due (if applicable)	June 22, 2018, noon local time
Response to Clarification Due (if applicable)	June 25, 2018
Proposals Due by:	July 2, 2018, 2pm local time
Review & Interview (if applicable)	July 17, 2018
Intent to Award Notice (approximate)	July 17, 2018
Contract Award (approximate)	July 23, 2018

Prospective Proposers may contact Jayne McMahan by email at 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 June 22, 2018.

VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at www.springfield-or.gov (Select the ***Purchase/Contracts*** hyperlink from the menu on the left and then select the document titled **RFP 2081 EXECUTIVE RECRUITMENT SERVICES**).

Each Proposal must include one (1) original signed submission, five (5) printed copies clearly marked "**RFP 2081 EXECUTIVE RECRUITMENT SERVICES**" and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than **2pm, local time, July 2, 2018** at the following address:

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

VII. Late Proposals Not Considered

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

VIII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at www.springfield-or.gov (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 2081 EXECUTIVE RECRUITMENT 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 2.

X. Negotiation of Price Agreement

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

XI. City Selection Discretion

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

XII. Proposal Ownership

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

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

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

XIII. Exceptions to Request for Proposal

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

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

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP 2081 EXECUTIVE RECRUITMENT 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 June 22, 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 June 22, 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
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

The City is seeking a consultant with an expertise in 1) Development and Public Works Executive Recruitment Services; 2) Finance Executive Recruitment Services. The firm's experience and expertise must include director level searches in cities of a comparable size. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of findings, conclusions, and recommendations as it specifically relates to executive recruitments.

The consultant will be responsible for providing the following services to the City:

1. Develop a discrete recruiting specification for each position: the 1) Development and Public Works Director and, 2) Finance Director, in conjunction with the City Manager and other key individuals selected by the City, that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the positions.
2. Create a timeline with tasks and action items to be completed by the consultant.
3. Coordinate all stages of each recruitment process with the City Manager, Human Resources, and key staff.
4. Create, communicate, and facilitate a process for engaging the organization and key stakeholders in the pre-selection processes including other City executive directors, human resources staff, unions, general city staff, and the community.
5. Translate the City's requirements into detailed recruitment brochures for each position.
6. Conduct searches that include recruiting activities such as targeted mailings, selected advertising, networking and direct inquiries, and use of consultant's knowledge of candidates from other searches.
7. Identify recruitment strategies for minority and women candidates.
8. Screen the initial pool of applicants to a pool of six to ten (6-10) semi-finalists for each recruitment. Provide the City Manager with summary reports on all semi-finalists and respond to City Manager questions.
9. Work with the City Manager to narrow the semi-finalist group to finalist candidates and to discuss preliminary terms of employment agreements for each position.
10. Conduct in-depth interviews with candidates for each position, detailed background investigations and criminal history check, and verify references and credentials of finalists. Prepare a detailed report on each finalist for each position. Assist the City Manager with the candidate interviews, including involvement of City staff, City unions and partner agencies. For the Finance Director recruitment, the detailed background investigation will include a credit check. A credit check is not necessary for the Development and Public Works Director recruitment.

11. Coordinate and/or conduct any additional assessments, references and background investigations as directed by the City Manager.
12. Assist the City in the negotiation of an employment agreement with the final candidate for each position, as directed by the City Manager and coordinated with Human Resources and legal.
13. Each candidate search and selection process must be completed in time for the final candidates for each position to be presented to the City Manager by November 1, 2018.
14. The City will work directly with the finalists for each position regarding any travel reimbursements.

ATTACHMENT 2

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** Independent Contractor was chosen as a result of RFP 2081 Executive Recruitment Services issued May 23, 2018.

6. **First Point of Contact.**

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

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

7. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor 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

ATTACHMENT 2

from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

16. Insurance.

- 16.1. General Insurance.** The Independent Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent Contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent Contractor agrees that the limits regarding liability insurance set forth in this Section 16.1 will be modified to conform to such limits. Independent Contractor and CITY shall sign an amendment to this Agreement incorporating such modification.
- 16.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 16.3. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Independent Contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for exemption shall be provided to the City.
- 16.4. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 16.5. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Independent Contractor shall provide written notice to the City contract manager within 2 calendar days after the Independent Contractor becomes aware that their coverage has been canceled or has been materially changed. The Independent Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Independent Contractors insurance coverage to cease or be modified, it is the Independent Contractor's responsibility to notify the City. Failure to maintain proper

ATTACHMENT 2

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.
- 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 attached hereto and incorporated herein by this reference.
- 20. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 21. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 22. Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.

ATTACHMENT 2

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

ATTACHMENT 2

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

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

CITY OF SPRINGFIELD:

INDEPENDENT CONTRACTOR

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

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

DRAFT

ATTACHMENT 2

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 2

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 2

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

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)

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EXHIBIT C OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

A. Independent Contractor's Compliance with Tax Laws.

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

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

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

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

B. Independent Contractor's Representations and Warranties.

Independent Contractor represents and warrants to City that:

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

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

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

ATTACHMENT 2

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 2

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.** DELETED
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 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.** DELETED
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 3
Fee Proposal

				[TITLE OF TALENT]	[TITLE OF TALENT]	[TITLE OF TALENT]	[TITLE OF TALENT]	[TITLE OF TALENT]	Admin Support	Direct Expenses ¹	Total/Hours	Total/NTE Cost
				Staff Name								
				Hourly rate	\$	\$	\$	\$	\$	\$		
Task	Task Description ²	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												
				Total Hours								
				Cost Subtotal								

- 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.

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

**ATTACHMENT 4
Task and Timeline**

Task	Task Description	Task Duration		Job Title	Task Hours
		Start (month/Day)	Finish (Month/Day)		
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				
				Total Hours	

Notes:

1. Subtasks are provided as an example, if additional subtasks are necessary please include.
2. Include the titles, staff names and number of hours for any additional services.

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:

ATTACHMENT 7



EXECUTIVE MANAGER

Classification Specification

City of Springfield, Oregon

A classification specification defines the general character and scope of responsibilities of all positions within a job classification. This description does not list every duty for a given position; specific position assignments will vary depending on business needs.

General Information	
Classification Title	Executive Manager
Classification Code:	MGREXE
Effective Date:	7/1/2011
Pay Grade:	E81-E82/E91
FLSA Status:	Exempt

Classification Summary

The Executive Manager is responsible for directing, coordinating, and managing all activities related to an assigned City department including the development of programs critical to the success of the City. Incumbents apply advanced management principles with critical impact on citizens and the organization; employ strategic thinking having long-term citywide application and impact; develop and implement programs critical to the City; and control complex functions and major resources. Incumbents provide overall direction for City Departments and functions.

Positions are accountable for major program outcomes for the department as well as integration with other departments. Direction is given across functions or organizations, with responsibility for overall objectives, staffing and resource allocation.

Distinguishing Characteristics

- This is the executive level in the management series.
- Executive Managers are concerned with formulating or adjusting programs for the major functions/divisions/departments, and allocating resources (facilities, people, money, materials). The responsibilities of this classification are citywide in nature and decisions involve the development of broad organizational direction.
- Executive Managers are differentiated from Assistant City Manager as responsibility of the higher level classification is concerned with assisting the City Manager with all aspects of the City's management.

Essential Duties

The duties listed below are a typical sample; position assignments may vary.

- | | |
|---|---|
| | Under the direction of the City Manager, implements the strategic objectives established by the City Council. |
| 1 | Directs and manages staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring that staff is trained; ensuring that employees follow policies and procedures, and maintaining a healthy and safe working environment; and, making hiring, termination, and |

ATTACHMENT 7

Essential Duties	
	disciplinary recommendations.
2	Plans, directs, and evaluates departmental policies, procedures, activities/operations, broad long range strategies and goals; maintains, updates, and ensures compliance of procedures.
3	Directs and reviews the analysis of a variety of reports and information; determines and provides oversight for the initiation of necessary changes in departmental operations;
4	Facilitates, leads, and/or participates in meetings, proceedings, and committees; represents the department and City at meetings and conferences; serves as a liaison between departments, external organizations, the general public and other agencies.
5	Provides advice in area of expertise to City Officials, City Council, and management teams.
6	Directs and participates in the preparation of departmental budgets, financial reports, and operational and/or capital improvement budgets; monitors revenues and expenditures.
7	Develops and implements programs, controls complex functions and resources.
8	Ensures the department's compatibility with organizational goals and strategic initiatives.
9	Actively supports an inclusive and respectful work environment.
10	Performs other duties of a similar nature or level.

Qualifications	
<i>An entry-level person would be expected to possess the following or any equivalent combination of knowledge, skills, education and experience in order to successfully perform the job.</i>	
Training & Experience:	
<ul style="list-style-type: none"> • Bachelors Degree in a related field; and 7-10 years increasingly responsible experience in a field related to area of assignment; and 5 or more years of management experience (including at least 2 years of executive management experience or experience equivalent in scope or complexity). 	
Degree and Licensing and/or Certification Requirements:	
<ul style="list-style-type: none"> • Based upon assignment, a Master's Degree may be required. • Based upon assignment, specified licenses and/or certifications may be required. • Valid Oregon Driver's license at time of appointment, depending on area of assignment. 	
Knowledge Required:	
<ul style="list-style-type: none"> • Leadership principles and practices; • Advanced administration and management principles and practices; • Public administration and governmental operations; • Policy and procedure development practices; • Advanced principles and practices and systems of assigned area of responsibility; • Strategic planning principles; • Public relations methods and techniques; • Budget development and administration principles and practices; • Grant and/or contract administration principles; • Advanced project management principles; • Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes; • Inclusive and respectful work place practices. 	
Skills Required: <i>(Demonstrated skill in performing the following)</i>	
<ul style="list-style-type: none"> • Creating, modeling, and maintaining a respectful and inclusive work environment; • Developing and monitoring safe work practices, and managing hazards in accordance with best practices; • Personnel administration; • Planning, organization, judgment and decision making relative to multiple projects and initiatives; 	

ATTACHMENT 7

Qualifications

- Analysis, research, and policy development;
- Mediating and resolving conflict; advanced problem solving;
- Interpreting and applying Federal, State, and local laws and regulations;
- Conducting complex problem solving, and utilizing critical thinking;
- Managing legal and regulatory changes;
- Securing the confidence and cooperation of other agencies, officials, and staff;
- Creativity in identifying operational and other departmental needs and responding strategically.
- Managing budgets;
- Preparing and giving presentations;
- Representing the department on various committees;
- Using computers and related software applications;
- Communication, interpersonal skills as applied to interaction with coworkers, management, City officials, City Council, the general public, etc. sufficient to exchange or convey information and to receive work direction;
- Working effectively with clients, co-workers, employees, supervisors, and others from diverse backgrounds.

Physical Requirements

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents may be subject to travel.

Classification History

2009.06 – Draft prepared by Fox Lawson & Associates, LLC (CC)

2010.11 – Revisions by HR

2011.07 – Adopted

CLASSIFICATION ADDENDUM

Job Title: Finance Director

Classification Specification: Executive Manager

Barg Unit: Non

Pay Grade: E81

*This classification **addendum** further clarifies job specific duties and requirements of a job within a particular classification. Note: The classification specification document is to be referenced and this document utilized as the addendum (supplement). It is intended to provide additional information, where needed, and is not intended to provide an exhaustive list of duties and responsibilities; specific position assignments will vary depending on business needs.*

Essential Characteristics and Duties Addendum

The Finance Director performs duties directing the activities of the City's Finance Department, including financial reporting, budget management, economic forecasting, treasury, purchasing, accounts payable and payroll. Serves as City Treasurer and Metro Wastewater Management Commission Finance Officer. Plans, coordinates, directs, and evaluates the operations of the Finance Department; develops concepts and philosophy that guides the fiscal operations for the City; administers overall City budget and long-range financial planning activities to include the control of City revenues and expenditures; provides financial management and planning guidance to the City Manager, budget committee, and various other committees, departments, boards, commissions, and City Council; directs personnel; develops and administers budget; serves on the City Executive Team; completes complex staff reports and performs difficult research and analyses of City fiscal programs, systems, and issues. Performs related duties as assigned.

Qualifications Addendum

An entry-level person would be expected to possess the following or any equivalent combination of knowledge, skills, education and experience in order to successfully perform the job.

Training & Experience:

- In the field of business administration, finance, accounting or related, with increasingly responsible experience in financial operations, including management and executive management experience.

Licensing Requirements:

- N/A

Knowledge:

- Financial systems, planning and operations;
- Organizational budget and long-range financial planning methods, procedures and techniques;
- Principles and practices of cash management and investments;
- Financial systems, planning and operations;
- City, State and Federal laws, regulations, policies, and procedures as related to City Finance operations;
- Municipal organizations, their structures, and their fiscal activities;
- Capital financing methods and procedures

Skills: *(Demonstrated skill in performing the following)*

- Applying financial management principles to achieve goals;
- Conveying very technical budget and fiscal information understandably to commissions, boards, other agencies, and the general public.

ATTACHMENT 8

Essential Characteristics and Duties Addendum
Qualification For Grade Progression: N/A

Physical Requirements Addendum
Sedentary Work as defined in the classification specification. Further definition of the physical requirements of the position can be found in a job task analysis. Travel as required.

Addendum History

Created: 2012.01

CLASSIFICATION ADDENDUM

Job Title: Development & Public Works Director

Classification Specification: Executive Manager

Barg Unit: Non

Pay Grade: E82

*This classification **addendum** further clarifies job specific duties and requirements of a job within a particular classification. Note: The classification specification document is to be referenced and this document utilized as the addendum (supplement). It is intended to provide additional information, where needed, and is not intended to provide an exhaustive list of duties and responsibilities; specific position assignments will vary depending on business needs.*

Essential Characteristics and Duties Addendum

The Development & Public Works Director plans, organizes and directs all personnel, projects, processes, infrastructure, and systems of the department including, but not limited to the following programs: civil engineering, transportation, infrastructure and facility maintenance, geographic information systems, community land use planning, development services and code enforcement. This position administers the department budget; formulates, implements, and interprets policy; serves on the City Executive Team and participates in the development and implementation of City goals and objectives; This position also serves as Executive Officer for the Metropolitan Wastewater Management Commission (MWMC) and in that capacity administers agreements, negotiates new agreements when necessary; directs and monitors public facilities planning and capital improvement construction. The Development & Public Works Director represents the department and the City regarding intergovernmental issues with other entities; and assists City officials and commissions in developing, evaluating, and implementing a broad variety of public policy issues. Performs related duties as assigned.

Qualifications Addendum

An entry-level person would be expected to possess the following or any equivalent combination of knowledge, skills, education and experience in order to successfully perform the job.

Training & Experience:

- In the field of public administration, civil engineering, planning or related with increasingly responsible experience in public works with experience in urban land use planning, including management and executive management experience.

Licensing Requirements:

- A valid Oregon driver's license at time of appointment.

Knowledge of:

- Urban land use planning and zoning in Oregon;
- Infrastructure, facility and fleet maintenance;
- Development & construction permitting processes and code enforcement procedures;
- Municipal (civil) engineering and transportation systems;
- Operational and technical systems that support public works and development.

Skills: *(Demonstrated skill in performing the following)*

- Developing, implementing and maintaining an effective long-range strategic plan for a large complex department.

ATTACHMENT 8

Essential Characteristics and Duties Addendum
Qualification For Grade Progression: N/A

Physical Requirements Addendum
Sedentary Work as defined in the classification specification. Further definition of the physical requirements of the position can be found in a job task analysis. Travel as required.

Addendum History

Created: 2012.01