IMPORTANT NOTICE!!

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

aclinton@springfield-or.gov

Information to be provided:

- "RFP3597# **City of Springfield Quad Redesign**" 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 https://springfield-or.gov/city/finance/purchasing/ to check for any available addendum to current opportunities, cancellations, or intents to award posted.

CITY OF SPRINGFIELD
OREGON

Request for Proposal #3597
Development and Public Works

City of Springfield Quad Redesign

The City of Springfield is seeking an experienced Architecture and Design firm to redesign work areas for three (3) separate staff areas to optimize space utilization, improve workflows, and upgrade existing infrastructure.

Sealed proposals will be received by Amanda Clinton, City of Springfield, 225 5th Street, Southeast Quad. Springfield, OR, 97477, until 2:00 p.m. local time, the 13th day of June 2024. Sealed proposals must be marked "**RFP#3597: City of Springfield Quad Redesign".**

Proposal packets are available on the City's website at www.springfield-or.gov (or by contacting Amanda Clinton at (541)736-3826 or by email: aclinton@springfield-or.gov.

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

The City of Springfield encourages proposers or sub-contractors from minority, woman-owned, and emerging small businesses to participate in City projects.

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation, or award process, please contact Amanda Clinton at (541)736-3826 at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.

Request for Proposal
#3597

City of Springfield Quad Redesign

City of Springfield
Development and Public Works
Springfield, Oregon 97477

MAY 17th, 2024

I. Project Overview

The City of Springfield seeks an experienced architecture and design firm to redesign office and staff areas to optimize space utilization, improve workflows, and upgrade existing infrastructure. The project includes redesigning three (3) work areas (quads) to enhance functionality, aesthetics, and employee satisfaction and creating a design standard for construction.

II. Overall Project Description and Scope of Work

The City of Springfield's purpose for issuing this RFP is to establish a contract with an architectural and design firm to redesign the existing infrastructure within each separate Quad, assess the space for efficiency, improve workflows, implement better functionality, and a modern plan that would allow for updated aesthetics. The scope of the design services requested is described in Attachment 1 - Scope of Work, along with screenshots for visual aids, which is attached as Attachment 2.

III. Proposal Submission Requirements

Your response to the Request for Proposal must contain all the requested information and acknowledge any 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 requires a printed proposal to be submitted along with a PDF copy saved on a thumb drive. Each Proposal must include one (1) original signed submission, marked "RFP#S3597- City of Springfield Quad Redesign, and (1) an electronic copy (PDF format) on a thumb drive. Each original Proposal and required materials must be contained in a sealed envelope or box.

2. **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual legally authorized to enter into a contract on behalf of the proposing individual/firm.

    a. The letter must introduce the Proposal and provide an overview of your representation according to the Attachment 1 Statement of Work.
    b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals**,** including the Attachment 3 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 a 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 design work by **July 22nd, 2024,** and a statement that the submission is a firm offer for 90 days.
    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 currently served, the extent of work completed related to large offices, upgrades to office standards, and how you will enhance our functionality.

4. **Resumes-** Include a resume for the review team assigned to this engagement.

5. **Approach -** The proposal should set forth a work plan, including an explanation of the redesign, the methodology to be followed, and how you will perform the services required for this design. In addition, Proposals should describe the firm's project approach and how you will engage with City Staff, i.e., Facilities Manager and Project Manager, etc., and describe how you will ensure that the project is designed within the city budget, schedule and the tools you will use for communicating with city project personnel.

   Fee Proposal - proposers are to break hours down by the type of employee assigned to this engagement. A suggested format is:

Job Title	Number of Employees	Estimated hours
Partner		
Manager		
Supervisor		
Senior		
Junior		
Total		

*Job titles may vary between firms.

6. **Additional Services -** If it should become necessary for the City of Springfield to request the Architecture and Design professional to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the Contract between the City of Springfield and the firm. 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. Submit an hourly fee estimate for additional services, including fees for Project Management and additional design services, if applicable.

7. **References -** Provide a minimum of five (5) references for Architecture and Design 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.

8. **Attachment #3** – Sample Contract – in your cover letter acceptance of terms and conditions.

9. **Signed Attachment #4** – Authorization to Legally Bind Bidder

10. **Signed Attachment #5 –** Minority Women Emerging Small Business Form (MWESB)

IV. Evaluation and Selection Criteria

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

1. **Proposal Review**

   a. The proposals will be examined to determine that the firm satisfies the mandatory elements as identified in section #2. Firms who do not meet the mandatory elements will be eliminated from further consideration.

   b. Next the committee will use the selection criteria as identified in section #2. to score each proposal. Based on the strength of the Proposals received, the committee may elect to identify finalists and schedule appointments for presentations and/or interviews. Following the presentations and/or interviews, if any, the committee will make a final selection based on the best overall interests of the City of Springfield. The committee will rely on information provided in the Proposals and during proposal revewi, if any, as well as information provided by references.

2. **Evaluation Criteria**

Proposals will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represents the criteria that will be considered during the evaluation process.

   a. Proposal Evaluation Criteria

Criteria	**Possible Points**
Understanding of work to be performed and ability to manage work (Reference Scope of Work- Attachment A)	20
Qualifications and Experience of the Firm (Reference Section , #3 above)	20
Completed Project Team/Hours/Responsibilities	20
Approach (Reference Section #6)	20
References (Reference Section IV, #1, b)	10
Completeness of all RFP	10
Total	**100**

   b. Tie Breaker

   In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring Proposer based on Qualifications and Experience.

V. Schedule for Selection Process

RFP Package Available	**Friday, May 17th, 2024**
MANDATORY Pre-Proposal Meeting	**Friday, May 31st, 2024** ***- 10:00am to 12:00pm (Jesse Maine Conf. Room, City Hall)***
Deadline for Questions/Responses	**Friday, June 7th, 2024, 5:00pm**
Proposals Due: (no public opening)	**Thursday, June 13th, 2024. 2pm local time**
Review Proposals	**Monday, June 17th to Friday, June 21st, 2024**
Intent to Award Notice (approximate)	**Monday, June 24th, 2024**
Negotiations	**June 24th to June 28st, 2024**
Final Contract	**July 12th, 2024**
Phase 1 start	**July 22nd, 2024**

The City of Springfield will not have a Public opening.

Prospective Proposers may contact Amanda Clinton by email at aclinton@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. City staff, in turn, posts the questions and responses in an Addendum as information is available. Follow-up questions and responses and/or clarifications may continue to be submitted and responded to until 5:00 pm local time Friday, June 7th, 2024.

VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at https://springfield-or.gov/city/finance/purchasing/ and select the document titled **RFP#3597 -** City of Springfield Quad Redesign or in-person at the Springfield City Hall, Finance Department, 225 Fifth Street, Springfield, OR, 97477.

Each Proposal must include one (1) original signed submission, **marked RFP#3597 City of Springfield Quad Redesign,** and (1) electronic copy (PDF format) submitted on a thumb drive. Each original Proposal and required materials must be contained in a sealed envelope or box and must be received no later than 2 pm, local time, June 13th, 2024, at the following address:

City of Springfield
Development and Public Works, Southeast Quad
Attention: Amanda Clinton
225 Fifth Street,
Springfield, Oregon 97477

VII. Late Proposals Not Considered

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

VIII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at www.springfield-or.gov (http://www.springfield-or.gov/city/finance/itbrfp select the document titled **RFP#3597 City of Springfield Quad Redesign**. 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. After the City receives the results of the scoring and ranking for each Proposer, the City will begin negotiating a contract with the highest ranked Proposer. If the City and highest ranked Proposer are unable to reach agreement on a Contract within a reasonable amount of time, the City will formally terminate negotiations with the highest ranked Proposers orally or in writing. The City may thereafter negotiate with the second ranked Proposer, and if necessary, third ranked Proposer, and so on according to OAR 137-048-0220(4)(e), until negotiations result in a Contract or until the City determines to terminate this RFP.

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.

Nathan Bell, 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:

Amanda Clinton Sr. Contracts Analyst
Engineering Division
225 Fifth Street
Springfield, OR 97477
Phone: (541) 736-1032
aclinton@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 ITB/RFP – City of Springfield Oregon (springfield-or.gov), **RFP#3597 City of Springfield Quad Redesign** 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 Friday, June 7th, 2024, by 5:00 pm**.**

XIV. Comments Procedure

A prospective Proposer may email aclinton@springfield-or.gov a written request for change to any of the specifications listed in this Request for Proposals. This request must be delivered no later than noon local time **June 7th, 2024**. A written request for a change must include:

- Sufficient information to identify the solicitation, such as including "**RFP #3597 Request for Change**" in the email subject line;
- 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. When required, the City will notify other prospective proposers of any change or modification to the Request for Proposals, such as by issuing a written addendum.

XV. Protest Procedure

An interested proposer may submit a written protest of anything contained in this RFP and may request a change to any provision, specification or Contract term contained in this RFP, no later than seven (7) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP Page 10 of 16 provisions, specifications or Contract terms. The City may not consider any protest or request for change that is submitted after the submission deadline.

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. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of this RFP or because the higher ranked Proposers are otherwise not qualified to perform the engineering and related services described in this RFP. This right to protest shall conform to the written requirements of OAR 137-048-0240 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 the City's Contract award. Protests must be submitted to:

Nathan Bell
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.

XVIII. AMERICANS WITH DISABILITIES ACT COMPLIANCE

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Amanda Clinton, 541.736.3628 at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.

Attachment 1
Scope of Work

PROJECT PHASES/OVERVIEW OF SCOPE OF WORK

The project involves redesigning work areas to optimize space utilization, improve workflow, and upgrade existing infrastructure. The redesign encompasses the following components:

Three (3) staff areas within City Hall, which will be included in the Design;

Northwest Quad, approx. 9,450 Sq. Ft.
Southeast Quad, approx. 13,000 Sq. Ft.
Administrative Services Department, approx. 7,750 Sq. Ft.

Consultant Deliverables:

The project design should be divided into three areas and distinct phases to ensure smooth execution and minimal disruption to ongoing operations. Each Phase should include the following for each Quad:

I. **Time Planning/Coordination:** A detailed timeline outlining key milestones, deliverables, and how coordination will be crucial for effective project management.

II. **Design and Re-Design of Spacing/Cubical Layout:** The architect will create an efficient and ergonomic layout that accommodates the required number of workstations while considering factors such as privacy, collaboration, and accessibility.

III. **New Vinyl:** Installation of new vinyl flooring to enhance the overall aesthetics and durability of the work area.

IV. **New Lighting:** Design and install energy-efficient lighting solutions to improve illumination, eliminate headaches, and create a productive work environment.

V. **New Ceiling Tiles:** Replace existing ceiling tiles with new ones to improve acoustics, aesthetics, and functionality.

VI. **Flooring:** Installation of new carpet, vinyl or other options of flooring to enhance comfort, sound absorption, and visual appeal.

VII. **New (Re-do) Electrical Re-Wiring under/in Cubicles:** Upgrading and re-routing electrical wiring to accommodate the redesigned cubicle layout, ensuring compliance with safety standards and regulations.

VIII. **Development of Design Standards:** In addition to implementing industry standards and regulations, the architect shall develop specific design standards tailored to the organization's needs and preferences. These design standards will serve as guidelines for creating a cohesive and visually appealing work environment. The development of design standards will include the following components:

IX. **Space Planning Guidelines:** Detailed space planning guidelines will be developed to optimize spatial layout, circulation flow, and occupancy efficiency. The architect will establish standards for workstation sizing, aisle widths, and collaborative spaces to accommodate the organization's specific workflow and operational requirements.

X. **Material and Finish Selection:** Guidelines for material and finish selection will be established to ensure consistency and durability throughout the work area. This may include specifying preferred materials for flooring, wall finishes, furniture, and accessories, taking into account factors such as aesthetics, maintenance requirements, and sustainability.

XI. **Furniture and Fixture Specifications:** Standards for furniture and fixture specifications will be developed to guide the selection of ergonomic, functional, and aesthetically pleasing

furnishings. The architect will identify preferred vendors, product lines, and design features that align with the organization's design objectives and budget constraints.

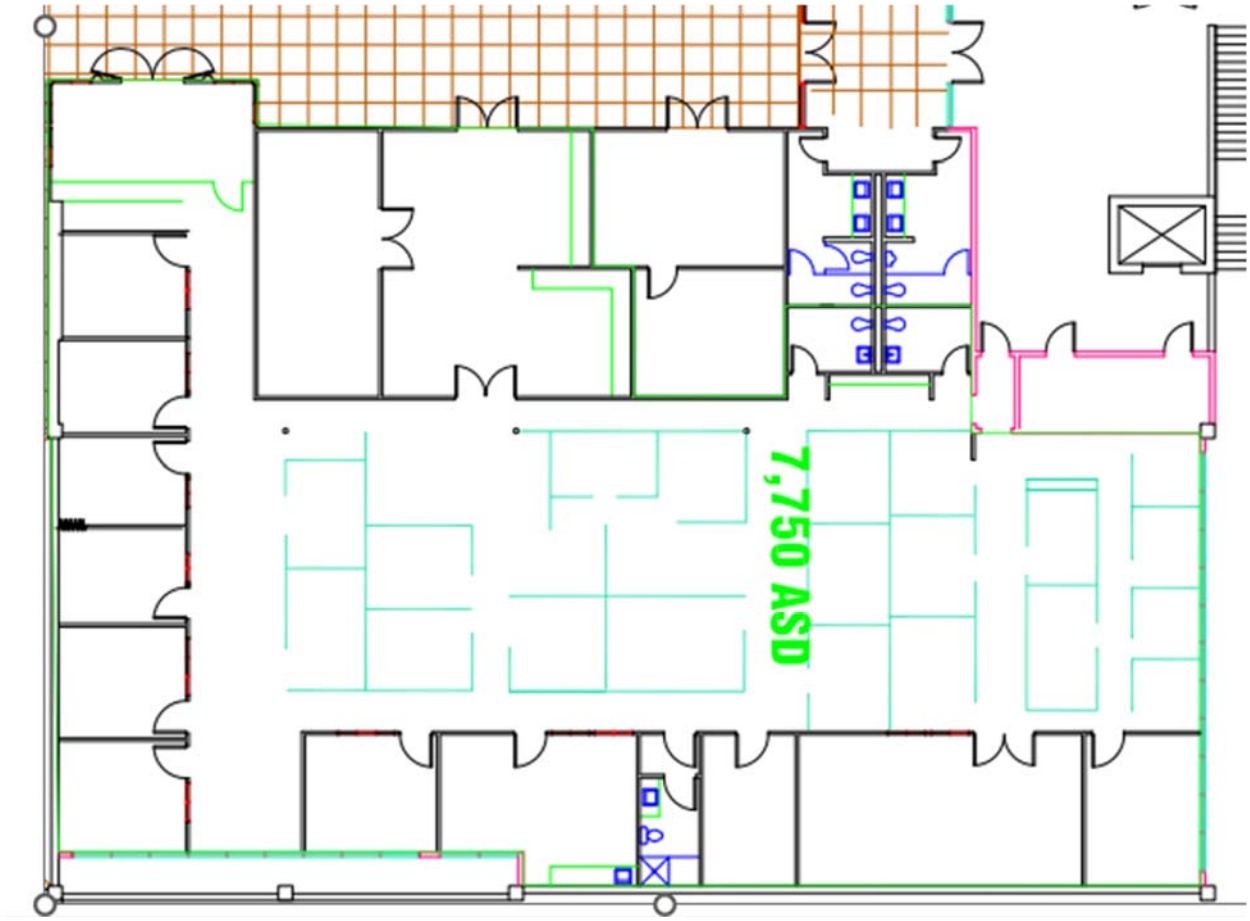
XII. Lighting Design Criteria: Criteria for lighting design will be established to create a well-lit, visually comfortable, and energy-efficient work environment. The architect will specify lighting fixtures, control systems, and placement strategies to enhance task performance, minimize glare, and promote occupant well-being.

XIII. Sustainability and Wellness Initiatives: The architect will incorporate sustainability and wellness initiatives into the design standards, emphasizing eco-friendly materials, daylighting strategies, indoor air quality measures, and biophilic design principles to promote occupant health and environmental stewardship, but will only be utilized depending on funding from the City.

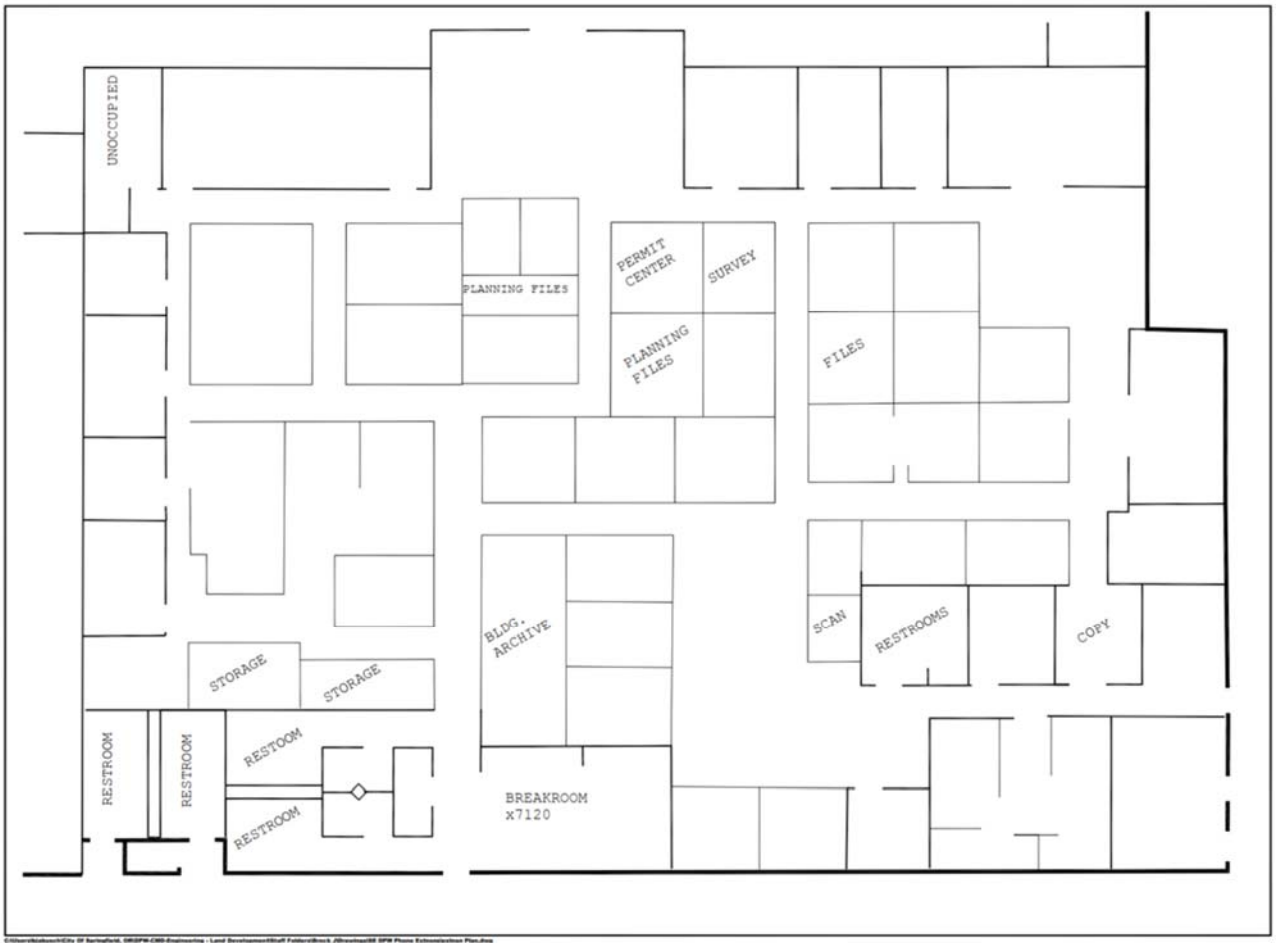
Attachment 2
Quad Layout

Northwest Quad Layout (North is to the right)
(Layout is not exact and is just for reference)

Administrative Services Department (ASD) (North is to the right)
(Layout is not exact and is just for reference)



Southeast Quad (SE) (North is to the right)
(Layout is not exact and is just for reference)



ATTACHMENT 3

Authorization to Legally Bind Bidder

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

_____ _____
(Signature of person authorized to bind Bidder) **Dated**

_____
Print Name of Person signing as authorized to bind Bidder

_____
Title of Person signing as authorized to bind Bidder

_____	_____
Firm Name	**Phone**
_____	_____
Address	**Fax**
_____	_____
City, State, Zip	**email address**

CITY OF SPRINGFIELD
CONTRACT FOR SERVICES

Contract #_____ **email purchasing@springfield-or.gov for contract #**

Dated:

Parties: City of Springfield "CITY"
A Municipal Corporation of the State of Oregon
225 5th Street
Springfield, OR 97477

and

"Contractor"

Additional Contractor Information:

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

b) Address:

c) Telephone:

d) Fax No:

e) If Applicable, Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: https://www.sam.gov/content/exclusions: ☐Yes ☐ No

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, in addition to the terms and conditions in any attached addenda:

1. **Services to be Delivered.** Contractor shall perform the Services and deliver to the City the Deliverables specified in Attachment 1. The Statement of Work (Attachment 1) includes the delivery schedule for the Deliverables and Services. Contractor will perform the Services in accordance with the terms and conditions of this Contract.

2. **Payment by City**. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is $***,***.**. City will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be

SAMPLE

fully effective before Contractor performs Services subject to the amendment. City will pay Contractor for only for completed Deliverables and Services performed according to the schedule and rates in Attachment 1.

3. **Expenses**. City will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract.

4. **Term**. This Agreement is effective as of the date first set forth above and will continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
[Check as applicable to scope of services. Renewal term must be consistent with the solicitation. Non Appropriation required for terms that span multiple fiscal years.]
4.1. ☐ **Renewal.** This Agreement may be extended for three (3) additional one-year terms upon mutual agreement of the parties in writing.
4.2. ☐ **Non-Appropriation.** The obligation of the City to make payments beyond June 30,[end of current fiscal year] 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 and this Agreement will be terminated as of the date noted in this subsection 4.2.

5. **Invoice.** City will pay Contractor's invoices on Net 30 day terms upon City acceptance of Services performed and Goods delivered as stated in section 7. Contractor must send invoices to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. The invoice must reference this contract #XXXX and approval code #XXX.

6. **Overdue Charges.** Contractor may assess overdue account charges to City on unpaid invoices only as stated in this section. Overdue account charges must be the same as the usual overdue account charges to the general clientele of the vendor. Overdue claims are only those claims that have not been paid within 45 days of: the date of the City's receipt of the invoice, the date of the initial billing statement if there is no invoice, or the date the claim is made certain by agreement of the parties or by operation of law. However, no overdue account charges will accrue on any purchases made by City during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible. The date of the check or automatic funds transfer in payment of the claims will be used to determine if the claim has been paid in a timely manner. It is a rebuttable presumption that the check was correctly dated.

7. **Rejection of Deliverables.** If City determines that a Deliverable does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, City will notify Contractor in writing of City's rejection of the Deliverable(s), and describe in reasonable detail in such notice the City's basis for rejection of the Deliverable(s). Within 21 days of receiving notice of non-acceptance, the Contractor must modify or improve the Deliverables at Contractor's sole expense so that the Deliverable(s) meets the acceptance criteria in all material respects, notify the City in writing that it has completed such modifications or improvements, and re-tender the Deliverables to City. Within 21 days of Contractor's re-tender of the Deliverable(s), City will review the modified or improved Deliverable(s). Failure of the Deliverables to meet the acceptance criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set

SAMPLE

forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

8. Contractor's Representations. Contractor represents that:

8.1. Contractor has the authority to enter into and perform according to this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable according to its terms;

8.2. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and skillful manner according to standards applicable to Contractor's industry, trade, or profession; and

8.3. Contractor is, and must be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services.

9. Sourcing. [Insert here a description the sourcing activity that was performed.]

10. First Point of Contact.

[Contractor name]- [Contractor contract name, email] PH [Contractor ph #]
City-[NAME and email] - PH: 541.[###.####]

11. Indemnification and Hold Harmless.

11.1. Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney's fees and costs of defense, arising in whole or in part from the acts or omissions of Contractor, and Contractor's subcontractors, officers, agents, and employees, in performance of this contract.

11.2. In the event any such action or claim is brought against City, upon tender by City, Contractor will defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.

11.3. Notwithstanding subsections 11.1 and 11.2, neither Contractor nor any attorney engaged by Contractor will defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City Attorney's Office. CITY may, at any time and at its election, assume its own defense and settlement of any claims. City reserves all rights to pursue any claims it may have against Contractor if the City elects to assume its own defense.

11.4. This Section 11 does not include indemnification by Contractor for losses, claims, or actions resulting from the sole negligence of City or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

12. Insurance.

12.1. Required Coverages. Contractor must obtain at Contractor's expense, and require its first tier contractors and subcontractors, if any, to obtain the insurance specified in this section 12 prior to performing under this Contract, and must maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor must obtain and require its first-tier contractors and subcontractors, if any, to obtain the following insurance from insurance companies or entities acceptable to City and authorized to transact the business of insurance and issue coverage in Oregon. Contractor acknowledges that insurance specified in this section does not limit indemnification responsibilities specified in section 11 Indemnification.

SAMPLE

12.1.1. General Insurance. Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to City. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than $2,000,000 per occurrence. Annual aggregate limit may not be less than $3,000,000.

12.1.2. Automobile Liability Insurance. Automobile liability insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if Contractor provides evidence that the policy includes a business use endorsement.

12.1.3. Workers' Compensation. Contractor must 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 Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption must be provided to the City.

12.2. Additional Coverages. [City staff check as applicable to scope of services]

12.2.1. ☐ Professional Liability. Contractor shall maintain a professional liability insurance policy reflecting limits of not less than $2,000,000 for claims for professional acts, errors or omissions arising from the Work. The policy may be written on a "claims made" form. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the work. The policy shall contain an endorsement entitling the City not less than 60 days prior written notice of cancellation of such policy

12.2.2. ☐ Cybersecurity. Contractor shall maintain in force during the duration of this agreement a cybersecurity policy with limits not less than $2,000,000.

12.3. Excess/Umbrella Insurance. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

12.4. Additional Insured. All insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Contract must include an additional insured endorsement specifying the City and its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

12.5. Waiver of Subrogation. Contractor waives, and must require its first tier contractors and subcontractors waive, rights of subrogation which Contractor, Contractor's first tier contractors and subcontractors, if any, or any insurer of Contractor may acquire against the City by virtue of the payment of any loss. Contractor must obtain, and require its first tier contractors and subcontractors to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

12.6. Tail Coverage. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor must maintain, and require its first tier contractors and subcontractors, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of

24 months following the later of (i) Contractor's completion and City's acceptance of all Goods and Services provided under this Contract, or, (ii) City or Contractor termination of this Contract, or, (iii) the expiration of all warranty periods provided under this Contract.

12.7. 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.

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

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

13. Independent Contractor Status, Tax duties and Liabilities.

13.1. Contractor will perform all Services as an independent contractor. Although City may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor is not an "officer," "employee," or "agent" of City as those terms are used in ORS 30.265.

13.2. 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 will not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

14. Legal Representation. This Agreement was prepared by the City. Contractor has had the opportunity to have this Agreement reviewed by its own legal counsel prior to its execution.

15. Venue and Choice of Law. Venue for litigation concerning this Agreement rests exclusively with the court of the State of Oregon for Lane County. Any dispute arising under this Agreement will be governed by the law of the State of Oregon.

16. Force Majeure. If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, City may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If City elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.

17. 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 will not be affected; the rights

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and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

18. Records & Data.

18.1. Access to Data. City and its duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

[City staff check the following additional provisions if applicable based on scope of services]

18.2. ☐ **Rights in Data.** All original written material in whatever form, whether print or digital, prepared for City pursuant to this Agreement, is the exclusively the property of the City. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, belong to Contractor. This Agreement does not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this Agreement. Contractor will 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, Contractor or its agent, employees, or contractors, may receive confidential information. 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.

19.1. Additional Provisions. Contractor must comply with the terms and conditions in the followed addenda, incorporated by reference, in the receipt and handling of confidential information: [City staff check as applicable to scope of services and attach addenda.]

☐ Confidential Information Addenda

☐ Business Associate Agreement (HIIPAA Compliance) Addenda

20. 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.

21. 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.

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

23. Assignment/Subcontract. 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 Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor.

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Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

24. **Compliance with All Government Regulations.** 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 Contractor. This section includes, but is not limited to, compliance with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and 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.

25. **Attorney Fees.** Except for defense costs and expenses pursuant to section 12, neither City nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

26. **Construction of Agreement.** This Contract shall not be construed more favorably to City due to the preparation of this Contract by City. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

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

CITY OF SPRINGFIELD:		CONTRACTOR:	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
	_____		_____

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City of Springfield Public Contract Addendum
Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services

Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:

1. The contractor must 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. The contractor must 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. That contractor must 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. The contractor must 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, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.

6. The contractor must promptly, as due, make payment to any person, co-partnership, 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.

8. 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).

9. 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).

10. If the contract is for services, 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. Contractor 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).

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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 City. 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 City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

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

Business Name: _____

Contact Person: _____

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)
- ☐ None of the above