

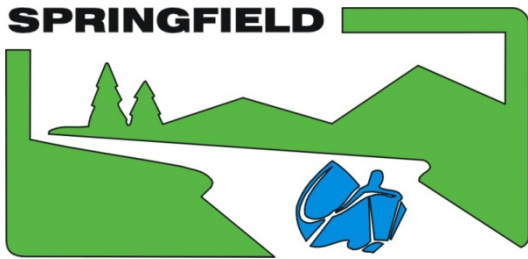
## **IMPORTANT NOTICE!!**

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

**Jayne McMahan [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov)**  
Information to be provided:

- ITB# 769 Motor Grader in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

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



**INVITATION TO BID**

**#769 Motor Grader and Trade-in**

City of Springfield  
Development and Public Works Department – Operations  
Division  
Springfield, Oregon 97477

**July 24, 2012**

## I. Overall Project Description and Specifications

The City of Springfield Development and Public Works Department – Operations Division is soliciting bids for a (1) new motor grader. Additionally, we have a used motor grader as a potential trade in.

The motor grader & chassis to be furnished under these specifications shall comply with standard specifications for the model offered with exceptions and additions as contained herein. See Attachment 1 for specifics of the motor grader and the trade in.

It is the City's intent for a supplier to bid on the entire package both the motor grader and the trade in. However, the City will entertain bids for just the motor grader and trade in separately. If two bidders are awarded the low bid each bidder will be required to enter into a City contract.

## II. Bid Format

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 offerors to print on both sides of a sheet of paper whenever possible.

**Bid packets must include the items listed below.**

- A. Bidder's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- D. Attachment 1 must be completed, signed, and returned as a minimum mandatory requirement of the submittal. Completion shall include but is not limited to a check mark in the appropriate box under each specification to clearly indicate that bidder's product either complies or is an exception to the specification as stated herein.
- E. Attachment 2 - **If applicable, completed submission of Equal Specifications:** All equal specifications offered by Bidders, will be evaluated by the City for quality, performance, functionality or other characteristics to meet City requirements. If accepted, they will be compared to the original specifications. Bid shall clearly identify all equal specifications submitted. The City has the final authority to determine which equal specifications are acceptable and which are not.
- F. Signed Attachment 4, Authority to Bind Bidder, must be signed by a member of your firm with authority to legally bind your firm and returned as part of the submittal packet.

- G. Signed Attachment 5- Minority Women Emerging Small Business Form (MWESB)
- H. Include complete information on product guarantees and of all product warranties.
- I. Formally acknowledge that all equipment will be delivered (FOB) City of Springfield. Springfield, OR 97477.

**III. Schedule for Selection Process**

Invitation to Bid package available	July 24, 2012
ITB Advertised	July 24, 2012
Requests to Consider Equal Specifications Due	July 31, 2012
City’s Determination regarding Equal Specs	August 2, 2012
Bids Due by	August 7, 2012 2:00 PM Local Time
Intent to Award Notice	August 10, 2012 (approximate)
Award (approximate)	August 17, 2012 (approximate)

**IV. Instructions to Bidders**

Copies of the Invitation to Bid may be downloaded from the City of Springfield website at <http://www.springfield-or.gov/RFPPAGE.HTM> then select the hyperlink titled: **ITB#769: Motor Grader** or by contacting Jayne McMahan, Procurement and Contracts Manager, by email at [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov).

As a minimum mandatory requirement, each bid must include one (1) original and (4) copies of the bid clearly marked “**ITB#769: Motor Grader**”. Bids contained in a sealed envelop or box shall be received no later than **August 7, 2012 at 2:00 PM local time** at the following address:

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

Bids will be opened on **August 7, 2012 at 2:00 PM local time** in the Springfield City Hall at 225 Fifth Street, Springfield, Oregon. All bids shall be valid for 90 days from date of bid closing.

**V. Contact Person**

Applicants may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov) or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate personnel when more detailed explanations are required, and upon receipt of response from City personnel, Ms.

McMahan will disseminate the information by written addenda issued by the City (See Section VII).

## **VI. Late Bids Not Considered**

Bids must be received by the time specified at the address listed above. Any Bids received after the deadline will not be considered.

## **VII. Addenda to ITB**

In the event that it is necessary to amend, revise, or supplement any part of the ITB, City of Springfield will post addenda on the City website ([www.springfield-or.gov](http://www.springfield-or.gov)) and will make reasonable effort to provide addenda to all bidders to whom City provided the initial ITB. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the ITB. City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

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

## **VIII. Contract**

The successful bidder will be expected to enter into a Contract with City. (Attachment 3 replicates a sample agreement.) It is the City's intent for a supplier to bid on the entire package both the motor grader and the trade in. However, the City will entertain bids for just the motor grader and trade in separately. If two bidders are awarded the low bid each bidder will be required to enter into a City contract.

## **IX. Negotiation Of Agreement**

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made, Staff will attempt to negotiate a contract with the lowest responsive bidder for the motor grader and highest trade in bidder. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for ratification.

## **X. City Selection Discretion**

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

## **XI. Bid Ownership**

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

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

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

## **XII. Exceptions To ITB**

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

Jayne McMahan  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477  
Phone: (541) 726-3708  
Fax: (541) 726-3782

City will make every effort to answer questions and, if warranted, to amend the ITB. Responses to questions and amendments to the ITB will be posted on the City of Springfield home page ([www.springfield-or.gov](http://www.springfield-or.gov), click on the **Purchase/Contracts** page). Bidders who are unable or unwilling to meet any of the requirements of this ITB should include, as part of their response, written exceptions to those requirements.

## **XIII. Comments And Protest Procedures**

A prospective bidder may deliver to the Jayne McMahan, Procurement and Contracts Manager, a written request for change to any of the specifications listed in this Invitation to Bid. Such request shall be delivered in writing on or before July 31, 2012. Using Attachment 2 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 bidder,  
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 bidders of the decision in writing on or before August 2, 2012. To the extent possible, the City will notify other prospective bidders of any changes or modifications to the Invitation to Bid via addenda see Section VII.

#### **XIV. Complaints**

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

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

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

#### **XV. Cost Of Bid**

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



**ATTACHMENT 1**  
**City of Springfield**  
**Invitation to bid**  
**#769**

Name of Company

**PROJECT DESCRIPTION:** The City of Springfield is requesting bids for (1) one new or (1) one slightly used motor grader equivalent to the Caterpillar CAT 120M motor grader. Bids will be accepted for motor graders that will meet the following specifications. The motor grader will be made available for inspections and or demonstration upon request from the City. It will be the City's sole discretion to determine which is in the best interest of the City whether to purchase new or used.

**OPTIONAL TRADE IN :** The City is also interested in a trade- in of its current motor grader a 1977 Cat 120G, S/N 87V03057 with approximately 13500 hours. The following descriptions were determined with visual inspections and using the original, April 1977, bid specifications the City used to purchase this motor grader and may not accurately describe the current condition of the motor grader.

**Trade In Disclaimer:** The following descriptions were determined with visual inspections and using the original, April 1977, bid specifications the City used to purchase this motor grader and may not accurately describe the current condition of the motor grader.

Item #	Description of specification	Qualified Yes or No	Cost Per Item
	<b>NEW OR USED MOTOR GRADER SPECIFICATIONS:</b>		
<b>Motor Grader equivalent to a Caterpillar Cat 120M motor grader</b>	<b>Note: "Brand Name or Equal Specification" means a specification that uses one or more manufacturers' names, catalog numbers, or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements. Such a specification authorizes bidders or proposers to offer goods or services that are equivalent or superior to those brands named or described in the specifications. The City shall determine if the proposed substitution is equal or superior based on submittals given to us during the proposal process. All contractors will be notified of the "equal or superior substitution" prior to submitting their proposals, allowing everyone to bid the approved alternate product if desired.</b>		
	The Motor grader to be furnished under these specifications shall comply with standard specifications for the model offered with exceptions and additions as contained herein.		
	The unit shall be the manufacture's standard. It shall be equipped with the manufacturers equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment accessories shall be removed or omitted for the reason that it was not specified in the bid. Items may be removed only where it is necessary to install other items in lieu thereof in order to comply with these specifications.		
	Evaluation of bids will include consideration of year of unit, the overall condition, the mileage, price, and the ability to meet the specifications as listed.		
	The specifications as listed below are minimum requirements. All items listed herein shall be considered necessary to the equipment and shall be included as part of the base bid. <b>Any deviation from the specifications shall be noted as an exception and fully explained on an attached sheet.</b>		
	Clear vision by operator of scarifiers		
	Maximum 2000 service hours		
	Year 2008 model or newer		
	Steering wheel as opposed to joystick		
	Used motor grader will require a complete service history of the unit and oil analysis for the engine, transmission and hydraulics.		
	Mid or Front mount, able to be observed by operator in cab		
	Minimum 5 Scarifier teeth installed		
	Extra set of scarifier teeth in additional to the 5 installed		
	Factory mounted, not after market dealer add		
	Two (2) copies of operator manual		
	One (1) repair manual		
	One (1) parts manual		
	Lockable Service doors all sides of engine compartment for easy service access		
	Driving lights; 2 high and 2 low beam halogen headlights, front and rear turn signals and marker lights, hazard warning lights		
	The entire Motor Grader will have a one (3)-year warranty (minimum), including parts and labor. This warranty will be furnished beforehand as part of the bid document. The warranty on the entire bid item will begin when tractor is put into operation.		
	Equipment must be locally serviceable within a 20 mile radius of City Operations shop at 201 South 18th Street, Springfield, OR 97477		
	Motor Grader to be shipped by vendor at their expense		
	Motor Grader will be received at Springfield Maintenance Division, 201 South 18th Street, Springfield, Oregon, 97477 between the hours of 8:00am and 5:00pm, Monday thru Friday.		



Motor Grader	TRADE IN: Type
	1977 Caterpillar 120G,
	Color - yellow
	Approximately 13500 hour
	Vehicle width 7 feet 11 inches
	Vehicle length 25 feet 10 inches
	<b>Engine</b>
	Minimum 125 net SAE Flywheel horsepower (1977)
	4 cylinder diesel engine
	Spin on, heavy duty oil filter
	Fully enclosed lockable engine compartment
	Foot and hand throttle control
	Blower fan
	<b>Transmission</b>
	On the go powershift with safety lock
	Highest gear forward 24 mph (1977)
	Lowest gear forward 2.4 mph (1977)
	Both rear axles are full floating power driven
	<b>Brakes</b>
	Disc type service brakes on all four drive wheels
	Parking brake
	<b>Steering</b>
	Full hydraulic power
	22 foot turning radius (1977)
	<b>Electrical</b>
	24 volt system
	Exceeds 50 amp alternator (1977)
	Two (2) batteries
	Fully transistorized regulator
	Two (2) sealed beam
	Two (2) each combination stop and tail lights
	Directional lights w emergency flasher, switch easily accessible to operator.
	<b>Moldboard</b>
	12 foot * 24 inch
	Power tip control with 45 degree pitch
	Closed and constant pressure system
	Fully filtered hydraulic system
	<b>Scarifiers</b>
	V type
	7 removable scarifier teeth installed, capable of 11
	<b>Wheels/Tires</b>
	Front tires - Chao Yang G2/L2 14.00-24TG with 20% tread wear remaining
	Rear tires - Akuret G2 Road Grader Plus 14-24 with 90% wear remaining
	<b>Operator Environment</b>
	Enclosed Cab with 1977 standard roll over protection
	Front and rear defroster fans
	Front and rear windshield washers/wiper
	Cab heater
	Engine temperature gauge
	Electric fuel gauge
	Ammeter gauge
	Horn
	Engine oil pressure gauge
	One (1) 1977 Caterpillar motor grader. The trade in can be inspected at 201 south 18 <sup>th</sup> street, Springfield, Oregon between 8:00am and 4:30 pm. For appointment call the front office at 541-726-3761. You will be given a specification sheet. If you have any additional questions after reading the spec sheet or ITB document on the new motor grader or trade in equipment those shall be directed to Jayne McMahan jmc_mahan@springfield-or.gov via email. Any contact with any other City employee regarding this ITB or the process will be grounds for disqualification.

Quote is valid for 90 Days from date submitted below.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Applicant

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

**ATTACHMENT 2**

**EXCEPTIONS TO SPECIFICATIONS**

**Must be received by City of Springfield**  
**No later than July 31, 2012**

**City shall provide a determination as to the acceptability of the exception no later than August 2, 2012.**

***Specify item number and explain any exception requested below:*** Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

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ATTACHMENT 3

CITY OF SPRINGFIELD  
PURCHASE AGREEMENT  
#XXX  
SAMPLE

Dated:

Parties:

(“CITY”)

and

Seller

**Additional Contractor Information:**

- a) Type of Entity:                     Sole Proprietorship                     Partnership  
    Limited Liability Comp                     Corporation
- b) Address:
- c) Telephone:
- d) Fax No. :

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

- 1.     **Personal Property to be Delivered.**
- 2.     **Payment by CITY.**
- 3.     **Warranty.**
- 4.     **Sourcing.** Seller was the lowest responsible bid to City ITB#769 Motor Grader
- 5.     **First Point of Contact:**  
Seller: TBD  
  
City: Greg Ferschweiler, Maintenance Supervisor, Springfield Development and Public Works Operations Division, 201 South 18<sup>th</sup> Street, Springfield, OR 97477 (Phone: 541-726-3613) gferschweiler@sprinfied-or.gov.
- 6.     **Work Performed.** The work to be performed by Seller includes services generally performed by Seller in his/her/its usual line of business.
- 7.     **Tax duties and Liabilities.** Seller shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Seller.
- 8.     **Indemnification and Hold Harmless.** Seller shall defend, indemnify and hold harmless City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Contract by Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of City.

The Seller shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Seller, the City, or to others on account of the character or

performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Seller shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Seller 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 Seller or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Seller 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 10 shall not negate Seller's obligations in this paragraph.

## **9. Insurance.**

**9.1 General Insurance.** The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits.

**9.2 Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the City.

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

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

**9.5 Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

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

10. **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.
11. **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.
12. **Nondiscrimination.** Seller shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
13. **Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Seller of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Seller of a Notice of Termination under this paragraph, the Seller and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Seller's work and payment therefore by CITY.
14. **Assignment/Subcontract.** Seller shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Seller of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Seller. Seller shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
15. **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.
16. **Compliance With All Government Regulations.** Seller 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 Seller.
17. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Seller 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.
18. **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.
19. **Remedies.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Oregon, and any litigation arising out of this agreement shall be conducted in the Courts of the State of Oregon, County of Lane.
20. **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

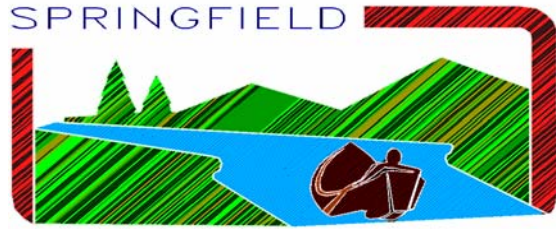
between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF SPRINGFIELD:

SELLER

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

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



## Attachment 4

### Authorization to Legally Bind Bidder

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

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

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

\_\_\_\_\_  
**Print name of person signing as authorized to bind Bidder**

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

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

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

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

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

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

\_\_\_\_\_  
**Tax Payer ID#**

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



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

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

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

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

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

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

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

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

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

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

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

First Tier Sub-contractors:

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

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