



City of Tigard

FINANCE AND INFORMATION SERVICES

Request for Proposal (RFP)

RIGHT-OF-WAY MAINTENANCE SERVICES

Proposals Due: Wednesday, August 28, 2019 - 2:00 pm local time

Submit Proposals To: City of Tigard – Contracts & Purchasing Office
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Blvd.
Tigard, Oregon 97223

Direct Questions To: Adam Jensen, Streets Supervisor
Phone: (503) 718-2606
Email: adamj@tigard-or.gov

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
RIGHT-OF-WAY MAINTENANCE SERVICES**

The City of Tigard is seeking sealed proposals from qualified firms to provide right-of-way maintenance services for the City's streets division. Proposals will be received until 2:00 pm local time, Wednesday, August 28, 2019 at Tigard City Hall Municipal Court Counter at 13125 SW Hall Blvd., Tigard, Or 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from www.tigard-or.gov/bids or obtained in person at Tigard City Hall Municipal Court Counter located at 13125 SW Hall Blvd., Tigard, Or 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

PUBLISHED: Daily Journal of Commerce
DATE: Monday, August 12, 2019

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SECTION 1
INTRODUCTION

The City of Tigard is seeking sealed proposals from qualified firms to provide right-of-way maintenance services for the City’s streets division. Proposals will be received until 2:00 pm local time, Wednesday, August 28, 2019 at Tigard City Hall Court Counter at 13125 SW Hall Blvd., Tigard, Or 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

SECTION 2
PROPOSER’S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Monday, August 12, 2019</u>	Advertisement and Release of Proposals
<u>Wednesday, August 28th – 2:00 pm</u>	Deadline for Submission of Proposals
<u>Tuesday, September 24, 2019</u>	Award of Contract by LCRB
<u>Monday, October 1, 2019</u>	Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City’s discretion

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 pm, Wednesday, August 28, 2019, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

RFP – Right-of-Way Maintenance Services

City of Tigard – Court Counter
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Blvd.
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer’s responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid

opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Jamie Greenberg, Purchasing Specialist, and be marked as follows:

RFP Specification/Term Protest

City of Tigard – Contracts and Purchasing Office
Attn: Jamie Greenberg, Purchasing Specialist
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Jamie Greenberg, Purchasing Specialist. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addendum” with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful

Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

I. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Adam Jensen, Street Supervisor, who can be reached by phone at (503) 718-2606 or by email at adamj@tigard-or.gov.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard general services agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of one (1) year with the mutual option to renew for up to four (4) additional one-year periods. The total term of the contract cannot exceed five (5) years. The Selected Contract shall have the right to submit revised pricing to the City prior to the execution of any option year.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

SECTION 3
BACKGROUND

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Since its incorporation in 1961, the city has grown to become a desirable and affordable community in the Portland metro area. Residents enjoy access to more than 16 miles of paved trails and nearly 550 acres of parks and open spaces. Tigard's population 53,148 according to the 2017 Census estimate. As a community, Tigard strives to blend the amenities of a modern city with the friendliness and community spirit of a small town.

SECTION 4
SCOPE AND SCHEDULE OF WORK

A. INTRODUCTION

The City of Tigard requires the services of a landscape contractor to perform landscape maintenance in City right of ways (ROW) on collector and arterial streets as identified by City staff.

B. RIGHT-OF-WAY MAINTENANCE SCOPE OF SERVICES

The major required tasks in the performance of on-going ROW maintenance shall include:

1. General Conditions

- a. All tools, equipment, and materials necessary to perform the specified work for the City shall be provided by the Contractor. City shall be responsible for all costs associated to water.
- b. Contractor shall provide trained, qualified staff and shall be responsible for the appearance and conduct of all employees while performing work within City ROW areas.
- c. Contractor shall make monthly inspection of ROW segments in the current scope of work. If any issues are found Contractor shall discuss the issues with City's Street Supervisor. Contractor shall provide comprehensive written inspection reports to the City at a minimum of four times throughout the year.
- d. Upon contract execution, Contractor shall provide City with an emergency contact phone number. This number shall provide the City with access to Contractor 24-hours a day, seven days a week in the case of emergency situations. Contractor's maximum response time to any non-emergency communications shall be 24 hours. Response time for an emergency communication shall be one (1) hour.
- e. Contractor shall remove all landscape debris and litter from the sites and ensure that such debris is disposed of in an appropriate and legal manner unless prior arrangements are made.
- f. All pesticide applications shall be made by a licensed applicator or supervised trainee. All applications will be recorded and reported to the state as required. Applications of pesticides, fertilizers, or other amendment will be reported to the Street Supervisor.

2. Turf Management

a. Fine Lawn Mowing

- 1) For all turf areas, Contractor will inspect the grounds and pick up litter and debris prior to each mowing and ensure proper disposal.
- 2) All turf is to be mowed in accordance with the ROW Landscape Annual Maintenance Calendar (LMAC) (Exhibit A).
- 3) Mowing height for all irrigated lawn areas will be no less than 1 1/2" and no more than 2" for a finished cut height. Turf will be cut at a uniform height with reel and/or rotary mowers in open areas and rotary mowers in closed areas. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing

pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

- 4) At no time will employees operating mowers, or other equipment damage landscape trees or shrubs.
- b. Edging
All sidewalks, curb lines, concrete slabs, tree circles, and bed edges shall be mechanically edged as needed to maintain a neat, clean appearance approximately every second week during the mowing season.
- c. String Trimming
Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles, valve boxes, and other obstacles. The grass will be trimmed to no less than the desired height of cut determined by the mowing operation. Trimming will be completed with each mowing.
- d. Sweep/Blow Walks
At the conclusion of each visit, walks adjacent to work areas shall be swept or blown off to provide a clean, safe walkway.

C. **PLANTER STRIP MAINTENANCE**

1. Landscaped areas shall be policed for weeds, litter, and debris in accordance with the LMAC. Particular attention will be paid to entryways, focal points, and high traffic areas.
2. Planter beds shall be groomed an average of four times per year and more frequently in high traffic areas to remove debris and promote an attractive, fresh appearance.
3. Pruning shall be done to enhance natural growth. The Contractor shall remove dead, damaged, and diseased portions of the plant. All cuts shall be flush and clean, leaving no stubs or tearing of bark. Major pruning shall be done following flowering or during plant's dormant season. Emergency or minor pruning shall be performed when needed.
 - a. Pruning shall be performed by Contractor staff that have been trained and demonstrate competency in proper pruning techniques.
 - b. Shearing of plants shall occur only where previous practice has been to shear, or as directed by the Street Supervisor.
 - c. Contractor shall provide remedial attention and repair to shrubs and trees as appropriate to season or in response to incidental damage.
 - d. Contractor shall prune shrubbery in order to maintain proper size in relationship to adjacent plantings and intended function. Examples of specific practices include: pruning photinia and pyracantha twice per year, pruning spring-blooming shrubs in June, pruning deciduous shrubs in the winter, etc.
 - e. Contractor shall prune trees as required to remove weak branching patterns and corrective pruning for proper development. Contractor shall further safely remove lower limbs when obstructing vehicular or pedestrian clearances. Remove lower branches of conifer trees when in conflict with growth of plantings beneath.
 - f. Contractor shall prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Established groundcover shall be trimmed 4 to 6 inches off hard surfaces with a beveled or rolled edge. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance.
4. Removal of leaves from lawns, planter beds, and walkways shall be completed in accordance with the LMAC.

5. Contractor shall monitor trees that are staked or guyed and loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root development for support.

D. ENVIRONMENTAL WEED AND PEST CONTROL PROGRAM

1. Moles, field mice, gophers, and other rodent activity shall be monitored by Contractor. Notification of problems and recommendations for timely, appropriate control measures are to be made to the Street Supervisor.
2. All applications of herbicides or pesticides shall be performed by an Oregon or Washington State licensed commercial applicator. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels and in the *Oregon Weed and Pest Control* handbooks.
3. Contractor shall provide surveillance of all turf and shrub bed areas for weeds and will take timely measures to safely treat the same with appropriate chemical.
4. Post-emergent herbicide spraying of all mowed lawn areas shall be conducted by Contractor in the spring and fall with applicable materials. Applications with follow-up applications, as required, shall attain a kill of 98% of broadleaf weeds.
5. All planter beds, tree circles, and sidewalk cracks adjacent to landscaped areas shall be sprayed by Contractor up to twice per month from March through October to control unwanted grasses and broad leaf weeds. Chemical practices will not be a substitute for hand weeding where the latter is required for complete removal. All planter beds may receive two applications of pre-emergent herbicide per year. Specified products are to be rotated to prevent soil contaminating levels.
6. Contractor shall conduct inspections for insect and disease infestations monthly. Appropriate and timely control measures shall be recommended.
7. Prior to their use, Contractor shall provide the City with, in accordance with OSHA regulations, Material Safety Data Sheets (MSDS) for all chemicals that may be used at City locations.
8. Contractor shall be in compliance with requirements for hazardous communications programs at all times. Contractor must handle all hazardous chemical in accordance with all EPA, OSHA, DEQ, and ODOT regulations. Contractor shall further be responsible for providing and posting any and all appropriate signage related to the various chemicals that may be used in response to the work under the contract.

E. IRRIGATION

Any damage caused by Contractor will be repaired by Contractor at no charge. Simple head and lateral line repairs may be made without prior notice to ensure rapid repair. Major repairs to mainlines, valves, and time clocks will require pre-approval from the Street Supervisor.

F. FERTILIZATION

1. Turf

- a. Fertilizers shall be applied by Contractor to maintain proper nutrient levels and provide a consistent, healthy appearance throughout the year. Water conservation measures may require a "brown appearance", and less fertilizer applications during the summer. Applications of fertilizer will be applied in accordance with the LMAC or as directed by the Street Supervisor. Contractor will be responsible for cleaning walkways and entryways after application. Care

shall be taken to keep fertilizer and other chemicals out of the parking lot catch basins and from areas that may runoff into streams.

- b. Soil pH shall be monitored periodically and corrective measures will be proposed to the Street Supervisor if needed.
- c. Deficiencies of sulfur, magnesium, and other micronutrients shall be corrected as needed. Timing of these applications may vary according to need and should be done as part of the fertilization process.

2. Planter Strips

Fertilizing of all trees (3" caliper and less) and shrubs shall be completed a minimum of twice per year. All fertilization is to be uniformly applied at the drip line of the plant. Groundcover will be fertilized three times per year with materials broadcast. All fertilizers will be slow-release and balanced.

G. SPECIAL PROVISIONS FOR WATER QUALITY FACILITIES

The vendor's work may include routine maintenance of public water quality facilities located within public ROW. Those facilities must be maintained in accordance with the following special provisions:

- 1. No use of fertilizers.
- 2. No use of chemical weed control, weeds must be hand pulled and removed from site.
- 3. Prune trees and shrubs in the fall, or as needed for proper health and development of species.
- 4. Cut grasses back to 12" high in late fall/early winter (December thru February), remove all clippings.
- 5. Pick up trash on every site visit. See annual calendar for frequency.
- 6. Total monthly labor hours the crew spent at each facility must be recorded and submitted to the city by the 7th business day of the following month. The labor hours for each individual worker do not need to be reported; only the total crew hours need to be reported.

H. EXTRA WORK BILLING

All extra work will be requested in quote and approved by the Street Supervisor.

**SECTION 5
PROPOSAL CONTENT AND FORMAT**

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of

persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm and Team Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.
- c. Proposers must identify the anticipated members of their firm that will be assigned to meet the City's needs. Proposers should identify individuals and subcontractors who will provide the services, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.

5. Project Understanding and Approach

Proposers should provide the City with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Proposers should demonstrate a general understanding of the needs of a municipality in the State of Oregon from a landscape management firm. As part of their service understanding documentation, Proposer's should address their availability to meet the City's needs.

6. Cost Proposal

The proposed fee structure, which must be submitted on the Cost Template Form included in this packet, must detail all the Contractor's costs to provide all of the services under the subsequent contract.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. REFERENCES

Contractor must demonstrate successful past performance of the firm's ability to provide services as set forth in this specification. Contractors must detail three (3) references to document experience. References must be detailed in Attachment B "Statement of Proposal"

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

**SECTION 6
PROPOSAL EVALUATION PROCEDURES**

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

1.	<u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2.	<u>An original plus one electronic copy on portable USB drive</u>	<u>Pass/Fail</u>
3.	<u>Transmittal letter</u>	<u>Pass/Fail</u>
4.	<u>Firm and team qualifications</u>	<u>40 points</u>
5.	<u>Project understanding and approach</u>	<u>20 points</u>
6.	<u>Cost structure (Cost Template Form)</u>	<u>40 points</u>
<u>TOTAL EVALUATION POINTS</u>		<u>100 POINTS</u>

B. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

C. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

D. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

E. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a general services agreement with one firm or may select one or more firms for further consideration.

F. PROTEST OF AWARD

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

G. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;

2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General's Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 8
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation

Partnership

Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
CITY OF TIGARD, OREGON
ACKNOWLEDGMENT OF ADDENDA**

Project Title: Right -of- Way Maintenance Services

Close: Wednesday, August 28, 2019, - 2:00 p.m.

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
CITY OF TIGARD, OREGON
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for Right – Of – Way Maintenance Services and the attached general services agreement (Attachment C):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

ATTACHMENT C
CITY OF TIGARD, OREGON
AGREEMENT FOR SERVICES RELATED TO
(ENTER CONTRACT TITLE)

THIS AGREEMENT made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called “City”, and (Contractor's Name), hereinafter called “Contractor”, collectively known as the “Parties.”

RECITALS

WHEREAS, Contractor has submitted a bid or proposal to City to provide specific services; and

WHEREAS, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

WHEREAS, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor’s bid or proposal;

THEREFORE, The Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor agrees to provide services related to (enter project title or brief description) as detailed in Exhibit A – Scope of Services and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION

This Agreement is effective upon the date of execution and expires on _____, unless otherwise terminated or extended. All work under this Agreement must be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor an amount not exceeding (Amount in words) and (00-99)/100 dollars (\$Amount in numbers) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A.** Payment will be made in installments based on Contractor’s invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B.** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- D.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- E.** Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- F. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- G. Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one work week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical, hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Appropriations for future fiscal years shall be subject to budget approval by the City Council.

4. **ASSIGNMENT/DELEGATION**

Neither party may assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment has any force or effect unless and until the other party has consented. If City agrees to assignment of tasks to a subcontract, Contractor is fully responsible for the acts or omissions of any subcontractors and of all persons employed by them. Neither the approval by City of any subcontractor nor anything contained herein creates any contractual relation between the subcontractor and City. The provisions of this Agreement are binding upon and will inure to the benefit of the parties to the Agreement and their respective successors and assigns.

5. **SUBMITTING BILLS AND MAKING PAYMENTS**

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	(CONTRACTOR)
Attn: Adam Jensen	Attn: (Contractor's contact person's name)
Address: 13125 SW Hall Blvd. Tigard, Oregon 97223	Address: (Contractor's mailing address)
Phone: (503) 718-2606	Phone: (Project Mgr's phone #)
Email: (Contact email)@tigard-or.gov	Email: (Contact email)

6. **ACCESS TO RECORDS**

City will have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

7. **FORCE MAJEURE**

Neither City nor Contractor will be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy,

civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled will within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification will not be the basis for a claim for additional compensation. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement..

8. NON-DISCRIMINATION

Contractor will comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation:

A. Title VI of the Civil Rights Act of 1964;

B. Section V of the Rehabilitation Act of 1973;

C. The Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 (Pub L No 101- 336); and

ORS 659A.142, including all amendments of and regulations and administrative rules, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations

9. INDEMNITY

Contractor agrees to defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, costs, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees in performance of this contract, except, however, that the foregoing shall not apply to liability that arises out of the City's, its officers, employees, agents and representatives sole negligence. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this indemnification.

10. INSURANCE

Contractor and its subcontractors must maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance must cover risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor must provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor will obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage must include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$Refer to Matrix
Products-Completed Operations Aggregate	\$Refer to Matrix
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$Refer to Matrix
Fire Damage (Any one fire)	\$50,000

B. Commercial Automobile Insurance

Contractor must also obtain, at Contractor’s expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

If Contractor uses a personally-owned vehicle for business use under this contract, the Contractor will obtain, at Contractor’s expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

C. Workers’ Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers’ compensation coverage. All non-exempt employers must provide Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

D. Additional Insured Provision

All required insurance policies, other than Workers’ Compensation and Professional Liability, must name the City its officers, employees, agents, and representatives as additional insureds with respect to this Agreement.

E. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

F. Self-Insurance

The City understands that some contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If Contractor is self-insured for commercial general liability or automobile liability insurance, Contractor must provide evidence of such self-insurance. Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

G. Certificates of Insurance

As evidence of the insurance coverage required by the contract, Contractor will furnish a Certificate of Insurance to the City. No contract is effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

H. Primary Coverage Clarification

The parties agree that Contractor’s coverage is primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

I. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
13125 SW Hall Blvd.
Tigard, Oregon 97223

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance will not be construed to limit Contractor’s liability hereunder. Notwithstanding said insurance, Contractor is obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

12. ATTORNEY'S FEES

In the event an action, suit or proceeding, including appeal, is brought for failure to observe any of the terms of this Agreement, each party is responsible for that party’s own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

13. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor will comply with all applicable federal, state and local laws, rules and regulations applicable to the work in this Agreement.

14. CHOICE OF LAW, VENUE

The provisions of this Agreement are governed by Oregon Law. Venue will be the State of Oregon Circuit Court in Washington County or the US District Court for Oregon, Portland.

15. CITY OF TIGARD BUSINESS LICENSE

Contractor shall obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st

expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.

16. CONFLICT BETWEEN TERMS

In the event of a conflict between the terms of this Agreement and Contractor's proposal, this Agreement will control. In the event of conflict between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement will control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A will control.

17. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

18. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the City that:

- A. Contractor has the power and authority to enter into and perform this Agreement.
- B. This Agreement, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
 - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any intellectual property rights or such delivered to the City under this Agreement, and Contractor's services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to the 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.

19. COMPLIANCE WITH TAX LAWS

- A. Contractor must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 25.C. 1) through 4) of this Agreement.
- B. Any violation of subsection A of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, in subsection 25.C of this Agreement, that the

Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

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

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

20. COMPLETE AGREEMENT

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written. Awarded by Tigard's Local Contract Review Board at their _____ meeting.

CITY OF TIGARD

(CONTRACTOR)

By: Authorized City Representative

By: Authorized Contractor Representative

Date

Date

Exhibit A
Cost Template Form
Right-of-Way Maintenance

Base ROW Maintenance Streets

Section	Description	Side (N,S,E,W)	Length (Ft)	Width (Ft)	Area (SF)	Notes	Monthly Cost
Durham 1	104th - To end of property frontage at 10363 Keri Ct.	S	230	14	3,220		\$
Durham 2	Frontage of 10267 Elise Ct - 16030 SW 103rd	S	393	14	5,502		\$
Durham 3	16030 103rd- West corner of 9830	S	810	15	12,150		\$
Durham 4	From 9720 Durham To end of Newer development	S	300	19	5,719		\$
Durham 5	Frontage 16060 Copper Creek Dr.	S	83	15	1,245		\$
Durham 6	JW Church - 92nd	S	216	15	3,240		\$
			80	4	320		
			120	14	1,680		
			177	15	2,655		
Durham 7A	79th - WQF	N	90	19	1,710		\$
			80	14	1,120		
Durham 8	Carol Ann – Quail Park Townhomes	N	385	14	5,390		\$
Durham 8A	Durham Estates to Hall	N	280	17	4,760		\$
Durham 9	Hall - Alderbrook	N	430	14	6,020		\$
			298	15	4,470		
			658	12	7,896		
			45	10	450		
			76	5	380		
Durham 10	Alderbrook-To edge of church property	N	413	14	5,782		\$
			730	14	10,220		

Section	Description	Side (N,S,E,W)	Length (Ft)	Width (Ft)	Area (SF)	Notes	Monthly Cost
Durham 11	98th -108th	N	309	14	4,326		\$
			2063	15	30,945		
Durham 12	108-to brick wall	N	770	14	10,780		\$
Gaarde 3	13001 Merlin- Walnut	E	210	30	6,300		
					16,500		
Gaarde 4	Corner of Gaarde and Walnut	W	140	35	4,900		
Gaarde 6	Access road turn out to 121 st	W	860	15	12,900		
Greenburg	Island near SW Locust	N	13	7	945		
Walnut 1	Area around Welcome to Tigard sign. 50' east of Barrows rd.	S	35	18	630		
Walnut 5	Planter strips and islands	N	1133	5	5,665		
			155	7	1,085		
			165	7	1,183		
			203	5	1,015		
Walnut 6	12745 to 128 th	N	65	10	650		
Walnut 6A	80 feet east of Gaarde to 132 nd	N	405	6	2,430		
Dartmouth 3	69 th to 70 th	N	200	9	1,800		
			220	5	1,100		
Dartmouth 5	Islands and planter strips	N	120	10	1,200		
			80	10	800		
			305	7	2,135		
			95	10	950		
135 th 1	11587 to Feiring	W	345	10	3,450		
135 th 2	Feiring to Morning Hill	W	370	10	3,700		

135th 3	Morning Hill to 12085	W	190	10	1,900		
135th 4	12085 to WQF	W	100	20	2,000		
135th 5	WQF to 12050	E	175 55	10 13	1,750 715		
135th 6	11900 Morning Hill to 11640	E	325	10	3,250		
135th 7	11594 to Brittany	E	95	12	1,140		
135th 8	Brittany to 11381	E	655	12	7,860		
Bonita	Corner of Hall and Bonita						
Burnham 1	Islands and planters	E	X	X	1,665		
			22	6	132		
			80	8	640		
			94	8	752		
Main 1	Scoffins to 99 Islands	N	365	7	2,555		
Main	7 planted islands						
Pacific Hwy-2	Planted center islands				8,820		
99W (Fred Meyer to 217)	Planted center islands				14,260		
72nd	28 tree wells				840		
Barrows 1	Hallmark Terrace to Scholls Ferry Rd.	S	3	185	555		
			4.5	185	833		
			3	150	450		
			4.5	245	1,103		
			4	60	240		
6	360	2,160					

Add Alternate #1 - ROW Maintenance Streets

Section	Description	Side (N,S,E,W)	Length (Ft)	Width (Ft)	Area (SF)	Notes	Monthly Cost
River Terrace Blvd					21,500		\$

Add Alternate #2 - Water Quality Facilities (WQFs)

Section	Description	Side (N,S,E,W)	Length (Ft)	Width (Ft)	Area (SF)	Notes	Monthly Cost
Burnham WQF Main Street WQF	All WQFs on Burnham				3,550		\$
	All WQFs on Main Street				7,650		\$

