

City of Hillsboro

Street Sweeping RFP No. 2015-08-PWOPS



**Engineering Division
150 E Main Street, Fourth Floor
Hillsboro, OR 97123
Phone: 503-681-6416**



City of Hillsboro, Oregon
Request for Proposals

Street Sweeping

RFP No. 2015-08-PWOPS

Proposals Due:	Not Later than 2:00:00 PM Pacific Time, August 20, 2015 Late proposals will not be considered.
Submit Proposals to:	City of Hillsboro Public Works Department 4 th Floor 150 E Main Street Hillsboro, Oregon 97123 For purposes of this RFP: This location and address is the “Bid Desk”
Contact:	Direct Questions to: Steve Lampert Email: Steve.Lampert@hillsboro-oregon.gov Phone: (503) 615-6571
Deadline for Questions:	August 12, 2015 This date also serves as the deadline for solicitation protests.
Electronic Responses:	Original hardcopy, signed proposals are required, A supplemental electronic component may also be requested. Digital signatures not accepted.
Notifications	Addenda, notifications, invitations and Notice of Intent to Award will be posted electronically at: www.hillsboro-oregon.gov/publicworksitb

Request for Proposals (“RFP”) Availability:

This RFP is available electronically at the following: www.hillsboro-oregon.gov/publicworksitb

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Attachment A: City Contract Terms and Conditions

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Advertisement/Notice

Request for Proposals

2015-08-PWOPS

Street Sweeping

The City of Hillsboro ("City") seeks qualified organizations able to provide Street Sweeping services.

Proposals are due no later than 2:00 PM, PST on August 20, 2015. Proposals must be delivered to: City of Hillsboro, Public Works Department, 4th Floor, 150 E Main Street, Hillsboro, OR 97123. Proposals will be received by the Engineering Division. Late proposals shall not be accepted.

This RFP document may be obtained electronically at: State of Oregon ORPIN website at: <http://orpin.oregon.gov/open.dll/welcome> and the City's website at www.hillsboro-oregon.gov/publicworksitb from August 7, 2015 until, at minimum, the date and time Proposals are due. The RFP and contract terms and conditions may be reviewed at Public Works Department, 4th Floor, 150 E Main Street, Hillsboro, OR 97123. Proposal opening will occur shortly after the date and time proposals are due and the RFP has closed.

For additional information contact:

Steve Lampert
Email: Steve.Lampert@hillsboro-oregon.gov
Phone: (503) 615-6571

Minority, Women, and Emerging Small Businesses ("MWESB") are encouraged to respond. When subcontracting, all proposers are encouraged to contact and consider MWESBs. Businesses or individuals will not be discriminated against on the grounds of race, color or national origin, in the awarding of a contract or contracts resulting from this RFP.

1 Introduction

The City of Hillsboro seeks written proposals from qualified vendors able to provide street sweeping services under a multi-year contract. The City has approximately 459 curb miles of paved streets swept on a regular monthly schedule. Vendors shall submit proposals for option A, option B, and option C (see attached Exhibit A-1 and Exhibit A-2).

- A) All of the City's paved roads;
- B) Half of the City's paved roads (NE and SE combined); and
- C) Downtown night sweeping services.

1.1 Background

1.1.1 About the City of Hillsboro

Proposers are encouraged to visit the [City's website \(www.hillsboro-oregon.gov\)](http://www.hillsboro-oregon.gov) and learn about the City's history, our strategic plan, projects and initiatives.

1.1.2 Project/Contract Background

The City's street sweeping program consists of providing monthly sweeping of all paved City streets, plus a semi-monthly sweeping of the downtown core area. The City Street Sweeping program has divided the community into 10 sections and sweeping of each section is performed on a regular monthly schedule. The City schedule intent is to avoid conflicts with garbage collection schedule. The City will consider alternative sweeping schedules in proposals received.

1.1.3 Environmental Sustainability

Hillsboro is a community in transition. The City has experienced rapid growth and diversification of its population and economic base over the past 20 years. This growth has created new economic opportunities as well as pressures on economic, social and environmental resources.

The City's Sustainability Plan details the structure and process of the City's sustainability efforts, including long range goals, principals, ongoing efforts and new opportunities. The City welcomes the support of our contractors and business community in these efforts.

1.1.4 Participation of Minority-owned, Women-owned and Emerging Small Businesses

Minority, Women, and Emerging Small Businesses ("MWESB") are encouraged to propose. All proposers are encouraged to contact and consider MWESBs when subcontracting or partnering. Businesses or individuals will not be discriminated against on the grounds of race, color or national origin, in the awarding of a contract or contracts resulting from this RFP.

1.2 Schedule

ACTIVITY	DATE
Request for Proposal Issued	August 5, 2015
Pre-Proposal Conference	None
Deadline for Questions or Clarifications	August 12, 2015

Proposals Due	August 20, 2015
Notice of Intent to Award	September 16, 2015
Anticipated Contract Start	October 1, 2015
Project Completion Date	Ongoing

The City reserves the right to deviate from this schedule.

1.3 RFP Questions, Clarifications and Changes

Any Proposer requiring clarification of the information provided in this solicitation must submit specific questions or comments in writing (preferably in email) to the Contact shown on page 1 of this document. The deadline for submitting such questions is also shown on page 1 of this document.

1.3.1 Changes to the RFP and Addenda

If the City determines that additional information or clarification to the RFP is necessary, or if changes are made to the RFP, such information will be supplied in addenda, posted as specified on page 1 of this RFP.

Addenda shall have the same binding effect as though contained in this RFP. The City shall issue all addenda not less than five (5) days prior to Proposals Due.

Verbal statements made by the City’s representatives are not binding on the City unless confirmed by written addendum.

2 Statement of Work

2.1 Overview

The project provides professional services to perform street sweeping services for the City of Hillsboro Public Works Department – Operations Division. The scope of services will include the following:

1. Provide all labor, equipment, materials, supervision, and quality control to perform street sweeping services.
2. Provide all labor, equipment, materials, supervision, and quality control to collect, handle, and properly dispose of street debris collected in the performance of the street sweeping services.
3. Perform all work in accordance with applicable federal, state, and local laws, statutes, and ordinances.

2.2 Scope of Work

The street sweeping services will be provided for the City of Hillsboro per the terms and conditions of the attached draft contract.

The successful contractor shall provide a range of professional services including, but not limited to, street sweeping service management, scheduling, reporting, and documentation of services provided. The contractor will demonstrate expertise and experience in: 1) street sweeping services; 2) quality control and performance monitoring or services provided, specific to municipal street sweeping; and 3) coordination with Public Works staff.

The City desires to have a street sweeping contract in place by October 1, 2015. The successful contractor will be fully operational at the contract start date. The proposal for providing scope of services for street sweeping shall outline internal controls that will be used by the successful contractor to ensure work is performed in an efficient, cost effective, reliable, and sustained manner that will satisfy the City's current and future storm and surface water management regulatory requirements.

2.2.1 General

Definitions

- A. Adverse Weather Condition shall mean heavy rains, extreme cold, snow, ice, Environmental Protection Agency designated "Clean Air Action Days", or any other inclement weather conditions.
- B. Contractor shall mean firm performing street sweeping services.
- C. Council shall mean the City Council of the City of Hillsboro.
- D. Debris shall mean all materials normally picked up by a vacuum-type or regenerative air street sweeper such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass, and any other materials which may be found on the surfaced of paved street .
- E. Emergency Street Sweeps shall mean any non-scheduled street sweeps required by a situation designated an emergency by the Superintendent when street sweeps at other than scheduled times are required in order to protect the public health, safety, and welfare.
- F. Frequency and Service Hours of Street Cleaning Services shall mean Street Cleaning Services have to be conducted according to a defined frequency during specified hours that are established to minimize impacts on residents and area traffic. In addition, the Contractor should make every reasonable effort to schedule street cleaning services within 12 hours after residential and commercial waste collection service has been provided.
- G. Night Sweep Working Hours shall mean working hours take place between the hours of 5:00 p.m. and 7:00 a.m.
- H. Non-Emergency Additional Sweeps shall mean unscheduled street sweeps as requested by the Superintendent.
- I. Normal Working Hours shall mean an eight (8) hour work day, Monday through Friday. Normal working hours take place between the hours of 7:00 a.m. and 5:00 p.m.
- J. Scheduled Street Sweeps shall mean the approved street sweeping schedules for both Day and Night Sweeping as revised and agreed to by the Contractor and the City of Hillsboro.
- K. Streets shall mean the paved area between the normal curb line of a street section *regardless of whether an actual curb line exists or not*; or any street section which is designated a City street for street sweeping pursuant to these specifications. Islands/medians that separate directional traffic and contain a curb shall be considered in the curb sweep and shall be swept in the same manner as a normal street curb.
- L. Superintendent shall mean the City's Superintendent of the City of Hillsboro or the Superintendent's designee.

- M. Sweeps shall mean street sweeps performed under the Standard Public Contract. *The normal pattern for a sweep will be a passage along the edge of one side of a street followed by a passage along the edge of the opposite side of the same street. Additional sweeping between the "normal sweep patterns" shall be required in cases when debris is present; including concrete islands/medians, turn lanes and turn pockets.* Major arterials and collectors will require sweeping left turn lane and or center lane, open median, turn pockets, and bike lanes. The approximate road mileage includes said lanes and curbed medians; however, left turn lanes, center lanes and areas adjacent to medians shall be swept as part of this Contract. Alternate sweep patterns may be used at the discretion of the City.

Statement of Work

The attached Exhibit A-1 depicts multiple combinations of streets with curb present on both sides, curb on one side and intermittent curb. In order to simplify the Statement of Work, the Contractor shall sweep both sides of each street whether curb is present or not and according to Definitions K. and M. above.

- A. Night Sweep – Those City streets subject to scheduled night sweeps as designated in attached Exhibit A-1. Arterial streets require four (4) passes (both sides of each street, both sides of center median, left turn lanes, turn pockets, and bike lanes). The total estimated curb miles of arterial streets is 123.66 miles. Downtown streets require two (2) passes (both sides of each street). The total estimated curb miles of downtown streets is 17.65 miles. Any non-emergency and emergency additional sweeps shall be designated and assigned as needed by the Superintendent.
- B. Night Street Sweeps Schedule
- i. Each "Downtown Sweep" street designated in Exhibit A-1 and incorporated herein by reference shall be swept on a scheduled basis of at least twice per month for the duration of the Contract.
 - ii. Each "Arterial Sweep" street designated in Exhibit A-1 and incorporated herein by reference shall be swept on a scheduled basis of at least once a month for the duration of the Contract.

Note: Contractor shall notify Superintendent at least 24 hours prior to beginning night sweep work.

- C. Day Sweep – Those City streets subject to scheduled day sweeps as designated in attached Exhibit A-2. Collector and arterial streets require four (4) passes (both sides of each street, both sides of center median, left turn lanes, turn pockets, and bike lanes). Residential streets require two (2) passes (both sides of each street). Non-curbed streets as designated in Exhibit A-2, which include 2 passes for each street. The total estimated curb miles of collector streets is 253.17 miles; arterial streets is 42.91 miles; and local/residential streets is 304.10 miles. Any non-emergency and emergency additional sweeps shall be designated and assigned as needed by the Superintendent.

Due to high volume of parking during regular business hours, the City streets shown on Exhibit A-3 will need to be swept after 6am or prior to 10am.

- D. Day Street Sweeps Schedule

All Day Street Sweeps as designated in Exhibit A-2 shall be swept once per month for the duration of the Contract.

- E. New Streets to be Swept – The City may add additional streets during the term of the project for street sweeping services. When new streets are required to be swept, the City shall first provide a map to the Contractor showing the location of the new streets and the total linear feet to be swept.
- F. Emergency Additional Sweeps – If an adverse weather condition requires an immediate emergency additional street sweep, the City shall immediately notify the Contractor that an emergency street sweep is necessary and the Contractor shall perform the sweep within eight (8) hours of notification. The City shall compensate the Contractor for sweeps performed under this paragraph at the hourly rate specified time.

Note: *The schedules may be revised by written request from the Superintendent.*

2.2.2 Contractor Deliverables/Responsibilities

- A. Contractor shall adhere to Clean Water Service Performance and Reporting Standards R&O 11-7, dated June 7, 2011. Regenerative air sweeper or equivalent water quality sweeper is required. Primary street sweepers shall not be more than 3 years old and Secondary street sweepers shall not be more than 6 years old. Mechanical sweeper is not acceptable for this activity.
- B. Sweeper shall be equipped with an independent recording device that records speed while sweeping (broom activated, pickup head down, and blower on), miles and hours swept. Operator supplied data is not sufficient. Contractor shall submit said data upon request by the Superintendent.
- C. Contractor shall provide all necessary equipment, fuel, spare parts, and maintenance. A sufficient supply of spare brooms and other parts shall be kept on hand by the Contractor in order to provide timely and continuous performance.
- D. All street sweeping equipment shall be kept in proper working order at all times and the cost of maintenance repairs shall not be charged to the City. All street sweepers shall have a minimum useable capacity of three (3) cubic yards and be capable of sweeping a nine (9) foot path.
- E. All damages sustained to street sweeping equipment shall be the sole responsibility of the Contractor. Contractor shall immediately notify the City when unable to complete a scheduled sweep.
- F. All street sweepers shall be equipped with an efficient water spray system capable of controlling dust, and the spray system shall be maintained in good operating condition. The Contractor shall use a Chapman Valve (auxiliary hydrant valve) when filling water tanks from hydrants.
- G. All street sweepers shall be equipped with GPS instrumentation that accurately records the route, date, speed, etc. Contractor shall provide City with daily GPS maps and sweep logs of each week; due on the first business day of the following week. In the event the Superintendent determines that a street(s) has been missed, the street(s) shall be swept at no additional cost to the City. The Contractor shall perform the missed sweep within two (2) calendar days of the request by the City.

- H. All street sweeping equipment operated on public streets shall be properly registered and licensed in accordance with applicable statutes and rules of the State of Oregon.
- I. All street sweeping equipment operated on public streets shall be clearly and prominently marked with the City's magnetic signs (supplied by the City of Hillsboro).

2.2.3 Performance Requirements

- A. Contractor shall meet the requirements of Hillsboro Municipal Code, 6.24.030 Noise Limits: <http://www.qcode.us/codes/hillsboro/>
- B. Contractor shall not be required to sweep those portions of streets blocked by parked vehicles.
- C. Streets shall be swept at an approximate speed of four (4) to seven (7) miles per hour to ensure adequate removal of dust and debris in the street.
- D. The Contractor shall take extra care to avoid noise complaints from downtown residents at SE 4th Avenue and East Main Street and along SE Washington Street between South First Avenue and Southeast 2nd Avenues. Contractor should perform sweeping services in these areas by not stopping for breaks and by performing the work in these areas as expeditiously as possible and still meet the performance standard described in this document.
- E. The Contractor shall perform all street sweeping services in a timely and professional manner and shall follow the schedule set forth in street sweeping schedule as revised annually in February.
- F. In the event the contractor is unable to complete all streets within a sweep section, Contractor shall immediately notify the City.
- G. If the Superintendent determines that a street section has been improperly swept, the street shall be re-swept at no cost to the City. The Contractor shall perform the re-sweep within two (2) calendar days of the request by the City.
- H. If the sweep section falls on a holiday the section will be swept by the contractor at the end of the calendar month at no additional cost to the City.
- I. Contractor shall notify the City of Hillsboro at the end of each sweep cycle with a list addresses of properties whose trees or other vegetation extend into the right-of-way and prohibits adequate street sweeping. The City shall be responsible for contacting the property owner to remove the vegetation.
- J. At any time shall the Contractor be unable to perform scheduled sweeps due to the lack of parts for more than a forty-eight (48) hour period. If equipment failure or breakdown occurs and such failure or breakdown prevents the Contractor from performing scheduled non-emergency or emergency sweeps over a forty-eight (48) hour period, the Superintendent shall be notified immediately. The Contractor shall reimburse the City for the cost thereof within three (3) working days of the posting date of an itemized invoice sent by the City to the Contractor.
- K. If drop boxes are used, the Contractor shall place them at locations agreed upon by the Contractor and the Superintendent. These locations shall be utilized to minimize sweeper travel time. Public right-of-way will not be allowed for dump box placement. The Contractor shall secure agreement(s) with private property owners for placement of drop boxes. The drop boxes

must be emptied on a regular basis and not allowed to overflow. All dump boxes must be emptied at the end of a sweep. Areas around dump boxes must be kept clean at all times.

- L. Contractor is responsible for disposal of all sweeper material. With the exception of debris that is predominantly comprised of leaves, sweeping debris under this contract will not be used, added blended, or modified in any way to make a product, or as to risk contaminating a product that will be given, sold or make its way for public use. For this reason, recycling centers will generally be considered unacceptable for the processing of sweeping debris. All unscreened sweeping debris will be disposed of at a D.E.Q. approved disposal site or transfer station for solid wastes. Sweeping debris predominantly comprised of leaves may be suitable feed stock for compost. In the months of November and December sweeping debris loads that are predominately comprised of leaves may be allowed to be disposed of at permitted compost-recycling facilities. Any exemptions to these specifications must be approved in writing by the City, local D.E.Q., and/or permitting authorities. Contractor shall be required to have a backup means of handling materials.
- M. The Contractor may make arrangements with the Superintendent to obtain water free of charge from the Public Works Yard, located at 142 SE Maple Street, 97123 for the work included in this contract. If the Contractor should choose not to use this option, the Contractor shall obtain all necessary hydrant use permits from the City of Hillsboro for filling water spray systems and bulk water fees in the City of Hillsboro. The City of Hillsboro shall provide hydrant locations in areas served by the City of Hillsboro Water Department. Contractor shall document daily water consumption and present such records to the Superintendent upon request.
- N. The City has a contract with West Union Gardens, located at 7775 NW Cornelius Pass Road, Hillsboro, OR 97124, to dispose of sweeper debris during the leaf pickup season (begins November 1st thru January 31st of each calendar year). The Contractor may make arrangements with the Superintendent to dispose of its sweeper materials during these months at West Union Gardens.

2.2.4 Invoicing and Billing

- A. The City agrees to pay the Contractor on the basis of the combined price per mile as denoted on Exhibit A-1 and A-2 for performance of these services and debris removal/disposal.
- B. The City shall make payments to the Contractor within 30 days upon receipt of an invoice submitted on or before the last day of each month. Payment shall be based on unit prices as specified above.
- C. Payment by the City shall release the City from any further obligation for that period of work to the Contractor. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein by the City.
- D. Any proposed changes to the contract must be negotiated 60 days prior to renewal. An escalation in the rate may be negotiated as determined by the Superintendent.
- E. Funds necessary for compensation under this paragraph are subject to appropriation action by the City of Hillsboro Council.

3 Proposal Format, Content, and Submission

3.1 Proposal Format

City written proposal standards:

- Proposal includes Attachment B as the first page of the proposal.
- Proposal addresses all evaluation criteria in the order presented in this RFP.
- Proposal is three pages (or less) in length, not including reports, resumes, and like attachments.
- Proposal is double-sided when possible. Double-sided sheets are considered as two pages.
- Proposal is prepared simply and economically, and is comprised of recyclable and, ideally, recycled materials. Proposal is unbound.
- Please do not include sales or promotional materials as part of proposal unless requested.
- The original hardcopy proposal is marked: "Original".

These standards are recommended. Proposals not conforming to these standards may receive lower scores, for example, if proposals are overly lengthy or responses to evaluation questions are not easily located within the proposal.

3.2 Proposal Content

Include the content listed in the **Proposal Content Table**.

Proposals shall include all designated mandatory requirements. Proposals lacking one or more of the mandatory requirements may be rejected as non-responsive. Mandatory requirements are designated by a check mark in the "Mandatory" column of the Proposal Content Table.

Proposal Content Table					
Proposer Certifications and Representations, signed by an authorized representative	Attachment B				
			Mandatory	Scored	Optional
Evaluation Criteria Responses			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rate, Fee or Price Proposal	Attachment C		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.2.1 Attachment B: Proposer Certifications and Representations

Include a signed and completed Attachment B: Proposer Certifications and Representations form. Proposers may submit a signed, scanned copy of Attachment B., providing it otherwise conforms to the RFP requirements. Digital or stamped signatures are not acceptable.

3.3 Proposal Submission

Provide one hardcopy original proposal and three (3) complete hardcopies to the Contact and Bid Desk location listed on the first page of this RFP. Proposals are due no later than the due date and time shown on the first page of this RFP ("Proposals Due"). It is the Proposer's sole responsibility to ensure that its proposal is delivered and time-stamped, at the Bid Desk, prior to the RFP closing date and time.

Proposals not time-stamped at the Bid Desk by the due date and time shall be considered late. City shall deem such proposals ineligible for award consideration. The official time will be that of the Bid Desk clock/timestamp at the Bid Desk.

Proposals will be submitted in a sealed envelope, or box, with the following information provided on the outside of the package:

- RFP Title
- RFP number
- Proposer name
- Proposer Address

3.4 Written Proposal Instructions

Address each of the following Evaluation Criteria completely, and in the order provided:

Written Evaluation Criteria	
<p>A. Organizational Structure and Experience Briefly describe your organization and its history. You may provide an organization chart if you wish.</p> <p>List three projects or contracts, similar to the scope of work of this RFP (completed on time and on budget to a high quality standard) in which your organization was the primary contractor or performed at least 50% of the work. Indicate the project/contract value, starting and ending dates, and a brief description of the project/contract. Provide a positive reference for each of the projects named above including: the project, client name, contact person, his/her title (and department if relevant), phone number, and email.</p> <p>If subcontracting: Specify which portions of the work will be subcontracted and name the subcontractor. Describe similar work the subcontractor completed on time and on budget to a high quality standard, including project start and end dates, clients and cost.</p>	<p>Maximum Points Available: 20</p>
<p>B. Qualifications Describe your company’s qualifications to perform this work.</p> <p>Please confirm that your company holds the following current certification(s): DEQ Certified/Approved disposal site for sweeper debris. List any relevant certifications and/or licenses and their expiration date(s). If individuals hold these licenses/certifications, provide the name of the licensed/certified individual and the position they hold within the company.</p> <p>Indicate the position of the certified/licensed individual(s) within your company and whether the individual would be assigned to the work of this RFP, if contracted.</p>	<p>Maximum Points Available: 20</p>
<p>C. Capacity and Key Personnel Describe your firm’s ability to perform this work in the allotted time. What other projects or contracts is your company working on? Could these interfere with this work? If this contract may stretch the capacity of your company, how do you propose to obtain the required personnel, experience, equipment or capital to perform the work?</p>	<p>Maximum Points Available: 20</p>

<p>D. Proposed Cost</p> <p>In Attachment C, provide the total proposed cost to provide all goods and services proposed. Include the cost of any optional services or other services you proposed but were not specified.</p>	<p>Maximum Points Available: 40</p>
<p>Written Evaluation - Total Points Available:</p>	<p>100</p>

4 Proposal Evaluation and Award

4.1 Clarification of Responses

If the City deems one or more proposal is in need of clarification, it will request such clarification in writing. The City will afford the Proposer(s) contacted an opportunity to respond with the necessary clarification.

4.2 Proposal Evaluation

An Evaluation Committee, consisting of not less than three individuals, will evaluate the written proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The City may assign certain evaluators specific Evaluation Criteria, in alignment with the evaluator’s expertise. The City may appoint different evaluation committee members to each tier of the evaluation process. The City reserves the right to conclude evaluation after any evaluation tier and all evaluation tiers, beyond the written evaluation tier, will be conducted at the City’s discretion.

4.2.1 Tier 1: Written Proposal Evaluation

Each evaluator shall independently score each proposal in accordance with the Evaluation Criteria and will then sum his or her scores for each proposal. The scores of all evaluators will then be totaled.

4.2.2 The Competitive Range

In the event the City determines to utilize a multi-tier evaluation process, it will establish a Competitive Range for the purpose of obtaining a short-list of those proposers, which are closely competitive or may best meet the City’s requirements for the Work. Proposers will be notified of those in the Competitive Range. This notice will be posted as described on page 1 of this RFP. This Competitive Range process will be performed between each tier of evaluation, with either the same proposers, or fewer, advancing to the next tier.

5 Notice of Intent to Award, Negotiation and Contract Award

5.1 Determination of Highest-Ranked Proposal and Negotiation Process

After all tiers conducted have been evaluated, and if held, Best and Final Offers: The City will rank proposers based on scoring, with the highest scoring proposer deemed highest-ranked. The City will issue a notice of intent to award to the highest ranked proposer.

The City will conduct a Serial Negotiation process. The City will commence negotiations with the highest-ranked eligible proposer. At any time during negotiations, the City may terminate

negotiations with the highest-ranked eligible Proposer. In this event, the City may commence negotiations with the next highest-scoring eligible proposer, and continue the sequential process until the City has either:

- Determined to Award the Contract to the eligible Proposer with whom it is currently negotiating; or
- Decided to cancel the Procurement under ORS 279B.100.

5.2 Notification of Intent to Award

The City shall notify Proposers of its Intent to Award by posting such notification on the website specified on page 1 of this RFP, or the City shall notify Proposers of its Intent to Award by emailing such notification to the individual and business named on Attachment B, at the email address provided.

5.3 Negotiable Items

The City may negotiate:

- The statement of work; and
- The Contract Price as it is affected by negotiating the statement of work and other terms and conditions listed below.

The City reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the City.

6 Solicitation Terms and Conditions

6.1 Solicitation Terms and Conditions

6.1.1 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP.

6.1.2 Submitted Materials are City Property

All materials submitted for any proportion of a Proposal in response to this RFP, or during any tier of this solicitation, will become the property of the City and will not be returned to proposers.

6.1.3 Proposal Validity

Proposals will remain valid for a period of 90 Days following the Proposal submission deadline.

6.1.4 Solicitation Cancellation, Rejection of a Proposal or All Proposals

The City may cancel the Procurement or reject any or all Proposals in accordance with ORS 279B.100.

The City is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a Proposal.

6.1.5 Disputes

In case of any doubt or difference of opinion as to: The items or service to be furnished under this RFP, or the interpretation of the provisions of the RFP, the decision of the City will be final and binding upon all parties.

6.1.6 Publicity

News releases relating to this RFP will not be made without prior approval by, and in coordination with, the City's Communication department.

6.1.7 Preference for Recycled Materials

The City will give preference for Recycled Materials as set forth in ORS 279A.125 if:

- The Recycled Product is available;
- The Recycled Product meets applicable standards
- The Recycled Product can be substituted for a comparable non-recycled product; and
- The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5%, or a higher percentage if the City makes such a written determination.

6.1.8 Confidentiality

The City is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of such exemptions are: trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501 (15)). The City will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:

- Such pages will be clearly marked "Confidential" on each page of the confidential document.
- Proposer will separate confidential pages from its other Proposal pages by providing the confidential pages to the City in a separate envelope or package.
- In its proposal, Proposer will cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- Items 5.10 a) and 5.10 b) will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.

Proposers may not mark an entire Proposal confidential. Should a proposal be submitted in this manner, the City will hold no portion of the proposal as confidential, unless such a portion is segregated as per 5.10 b) and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the Multnomah County City Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the City will make reasonable attempts to notify the Proposer of the pending disclosure.

7 Protest of Solicitation or Award

7.1 Protest of Solicitation or Contract Documents

Any Proposer wishing to protest this RFP or any provision, specification or contract term herein, must submit such questions, comments or protests to the Contact on page 1 of this RFP.

The deadline for submitting such protests is the same date as the deadline for questions listed on the first page of this RFP.

7.2 Content of Solicitation Protest

The prospective Proposer's written solicitation protest must include all of the following:

- Sufficient information to identify the solicitation that is the subject of the protest;
- The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a Brand Name;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- A statement of the desired changes to the Procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest.

7.3 Protest of Contract Award

- Adversely affected Proposers who wish to protest the Competitive Range, proposal rejection as non-responsive, the Intent to Award a contract, may do so providing:
 - The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest were successful: and
 - The reason for the protest is that all higher-ranked proposals are non-responsive;
 - The City has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
 - The City has abused its discretion in rejecting the protestor's Proposal as non-responsive or;
 - The City's evaluation of Proposals or the City's subsequent determination of Award is otherwise in violation of its Public Contracting Rules or the Public Contracting Code.
- An affected Proposer may only protest its exclusion from a tier of competition if the Proposer is responsible, submitted a responsive proposal and, but for the City's mistake in evaluating the Proposer's offer, or other Proposer Offers, the protesting Proposer would have been eligible to participate in the next tier of competition.
- All protests must be in writing and physically received by the Purchasing Manager or designee no later than 2:00 PM Pacific Time on the seventh (7th) calendar day after the posted Notice of Intent to Award or postmarked rejection. Address protest to:

Purchasing Manager
Finance Department
City of Hillsboro
150 E. Main Street
Hillsboro, OR 97123

- Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- Protests not filed within the time specified time herein, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that

could have been raised by request for clarification or protest of solicitation or contract documents is not grounds for protest.

8 Contract Terms and Conditions

8.1 Contract Award and Term

The City intends to award a single or multiple contract(s) as a result of this RFP. The contract term will be one year with four optional one-year renewals.

8.2 City Contract

Proposers are advised to thoroughly review and familiarize themselves with the City sample standard contract incorporated as Attachment A. The successful proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A. Any contract resulting from this RFP shall be based on the RFP documents and in compliance with the City's Public Contracting Rules and the Public Contracting Code.

8.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

8.4 Intergovernmental Permissive Cooperative Agreement

At the discretion of the Contractor and pursuant to ORS 279A and City procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s), under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligations to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no guarantee as to their participation.

Attachment A: City Contract Terms and Conditions

TRADE SERVICES CONTRACT

This contract is between the City of Hillsboro, a municipal corporation of the State of Oregon ("City"), and [REDACTED] ("Contractor").

City and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the City and the Contractor.
- 1.2. All work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used in the industry, in accordance with industry standards. City's authorized representative shall have access to and the right to inspect the work at all times. Defective work shall be corrected at Contractor's expense.
- 1.3. Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work in this contract. Unless otherwise specified in this contract, Contractor shall obtain all permits necessary to perform the work. Failure to comply shall constitute a material breach of this contract.

SECTION 2 - CONSIDERATION

- 2.1. Contractor shall perform the work described in Attachment A (Contractor's Proposal/Scope of Work), in consideration for which City agrees to pay for the work in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$ [REDACTED], unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior City approval; but City reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the City Contract Administrator.
- 2.5. **NON-PERFORMANCE:** If contractor is found to not be performing the work in accordance with the Statement of Work and the specifications of the ITB the contractor may be subject to the following penalties:
 - 2.5.1. Withholding of funds
 - 2.5.2. Complete the work without any additional payments
 - 2.5.3. Contractor may be found to be in default and termination of the contract.

SECTION 6 - SIGNATURES

6.1 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City of Hillsboro. Any estimated purchase volumes listed herein do not include other public agencies and the City of Hillsboro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Will your company participate in Intergovernmental Cooperative Purchasing?

Yes No

If No, please explain on a separate sheet of paper.

6.2 PREFERRED METHOD OF PAYMENT: The City's preferred method of payment is by a MasterCard credit card. Please indicate if you are able to accept payment via credit card.

Will accept payment by a MasterCard credit card Yes No

6.3 CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature below, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225. ant that the Contractor is not in violation of any Discrimination Laws.

STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of City. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the City Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Washington County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts. If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.
5. **Remedies Cumulative.** All rights and remedies of City and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law.
6. **Severability/Waiver.** City and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

7. Public Contracting Statutes.

7.1 All requirements of Oregon Revised Statutes Nos. 279B.220 through 279B.240, Public Contracting, including but not limited to the following, as applicable, are incorporated herein by reference:

- a. ORS 279B.220(1), Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;
- b. ORS 279B.220(2), Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
- c. ORS 279B.220(3), Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished;
- d. ORS 279B.220(4), Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and may to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation and;
- e. Contractor shall pay employees for services as stated in ORS 279B.235(1). The employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

7.2. Making Payments::

- a. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.;
- b. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- c. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the 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. (ORS 279B.230(1)).
- d. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such

employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

8. Independent Contractor.

8.1. Contractor shall perform the work required by this contract as an “Independent Contractor.” Although City reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor’s performance. The Contractor shall comply promptly with any requests by City relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

8.2. Contractor represents and warrants that Contractor is not an employee of the City, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the City, as those terms are used in ORS 30.260 et. seq.

8.3. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract.

8.4. Contractor agrees to immediately provide City notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without City’s written consent, any obligation of City to indemnify Contractor for any actions under this contract.

9. Nondiscrimination. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the City.

10. Termination.

10.1. This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of City; however, Contractor must provide written notice to the City Contract Administrator and provide City with thirty days to cure the default.

- c. City may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within seven calendar days or such other period as the City may authorize or require.
- 10.2.** Upon receiving a notice of termination issued by City, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination.
- 10.3.** In the event the City Council of the City of Hillsboro reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then the City may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, and Contractor agrees to abide by any such decision.
- 10.4.** In addition to its other rights to terminate, the City may terminate this contract in whole or in part upon thirty days' notice to Contractor when it is determined to be in the best interests of the City. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the City from such winding down and cessation of services.
- 10.5.** The rights and remedies of the City provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 10.6.** If this contract is terminated under subsections 11.3 or 11.4, City shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 10.7.** Upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
- 11. Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract
- 12. Force Majeure.** Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, City's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
- 13. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting

the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The City's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

14. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
15. **Use of City Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform the services under this contract and shall have no right of access to any facility of the City without prior approval of City Contract Administrator. The City shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on City premises.
16. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the City except on prior specific written authorization from the City Contract Administrator.
17. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
18. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
19. **Warranties.** Contractor represents and warrants to City that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
20. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other

records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the City and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

21. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to City upon request and shall be considered the exclusive property of the City. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants the City a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the City or produced by Contractor under this contract.
22. **Insurance** Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, **comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project. **Automobile liability** with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of the Contractor and the City of Hillsboro. Contractor shall name the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self- insurance carried by the City , issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the City written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Contractor shall provide certificates of insurance and **additional insured policy endorsement** to City prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.
23. **Indemnification.** Contractor shall indemnify, defend, save and hold harmless the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith

shall be construed to require indemnification of City attributable to its own negligence. In addition, Contractor expressly agrees to defend, indemnify and hold the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to City by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

24. **City Policies.** During the performance of this contract, Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work including obtaining a City of Hillsboro Business License or obtaining a METRO contractor's business license. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
25. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
26. **REQUIREMENTS FOR DOING ELECTRICAL WORK ON NEW OR EXISTING CITY FACILITIES:**
 - 26.1 All contractors performing electrical work on City facilities must comply with all applicable requirements of the NFPA 70E Standards.
 - 26.2 Unless the City determines in its sole discretion that a Contractor's attendance is not necessary, Contractors will be required to attend a Pre-Task Meeting with the Project Manager and Electrical Signing Supervisor or designee to discuss the hazards and safe work procedures for all electrical work to be performed on existing or new City facilities.
 - 26.3 If the work performed changes or alters the Arc Flash Analysis, contractor is required to provide an updated Arc Flash Analysis and any required labeling to the Facilities Operations Manager and the Department occupying the facility where the work was performed.
 - 26.4 In addition to the above, Contractors performing electrical Work must:
 - a. Hold an electrical contractor license. This is a specialized license allowing a company to perform electrical Work. Oregon's Building Codes Division issues the electrical license.
 - b. Hold a valid General Contractor's license or a Specialty Contractors License from the State of Oregon Construction Contractors Board.

26.5 The person(s) actually installing or modifying any electrical system in accordance with the Work must possess a valid General Journeyman Electrical license issued by the State of Oregon.

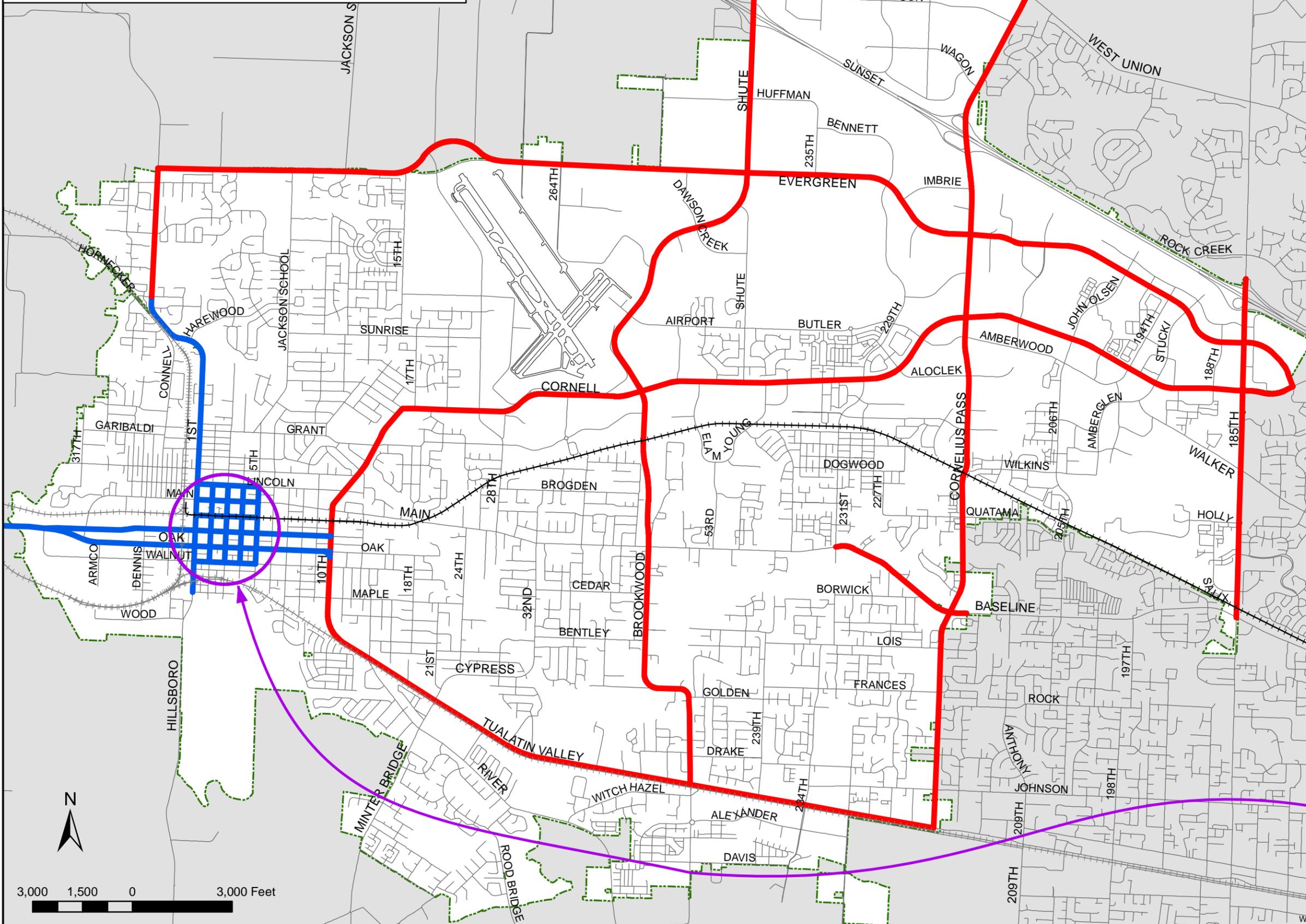
27. Whole Contract. THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

SAMPLE

Attachment B: Exhibits



Exhibit A-1 Night Sweeping Contract Map



STREETS TO BE SWEEPED	Total Miles
Arterial Curblines	
10th - 11th to Baseline	2.27
185th - Baseline to north of Hwy 26	7.70
1st - Cory to Evergreen	2.92
Baseline - 231st to Cornelius Pass	3.45
Brookwood - TV Hwy to Jacobson	20.42
Cornelius Pass - TV Hwy to West Union	19.45
Cornell - Baseline to 185th	24.83
Evergreen - Glencoe to Cornell	28.03
TV Hwy - 11th to Cornelius Pass	14.59
TOTAL	123.65

Downtown Curblines	
1st - Maple to Cory	3.66
2nd - Walnut to Lincoln	0.88
3rd - Walnut to Lincoln	0.88
4th - Walnut to Lincoln	0.88
5th - Walnut to Lincoln	0.88
Baseline - 10th to SW 17th	3.27
Baseline - W17th to top of hill	1.02
Lincoln - 1st to 5th	0.70
Main - 1st to 5th	0.70
Oak - 10th to SW 17th	3.31
Oak - at 10th	0.07
Walnut - 1st to 5th	0.70
Washington - 1st to 5th	0.70
TOTAL	17.64

LEGEND

- Each Street 4 Curblines
- Each Street 2 Curblines
- Light Rail
- Railroads

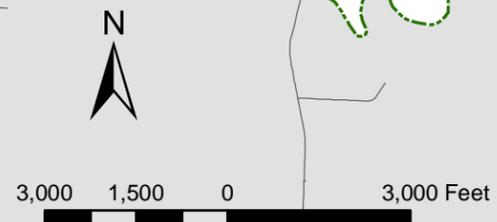
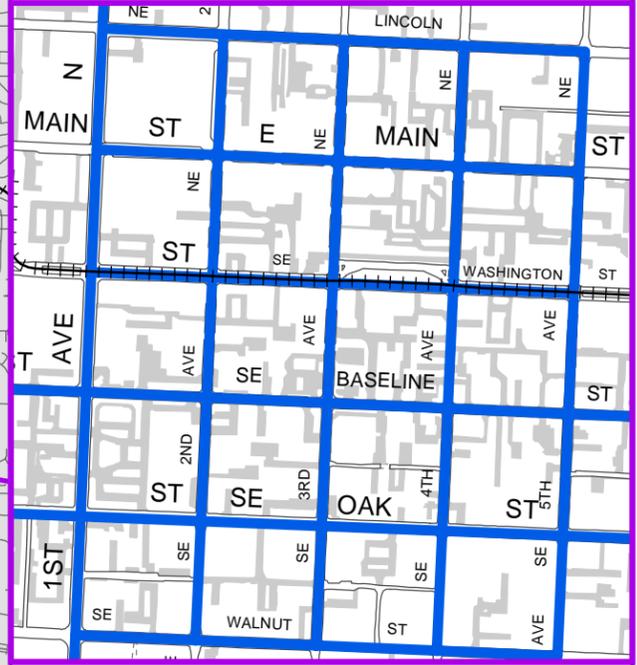




Exhibit A-2 Day Sweeping Contract Map

NW Section

NE Section

SW Section

SE Section

3,000 1,500 0 3,000 Feet



STREETS TO SWEEP		Miles
Northwest Section		
Arterial Curblines		
	Miles include 4 passes	10.24
Collector Curblines		
	Miles include 4 passes	56.05
Local/Residential Curblines		
	Miles include 2 passes	105.57
NW TOTAL		171.86
Northeast Section		
Arterial Curblines		
	Miles include 4 passes	3.39
Collector Curblines		
	Miles include 4 passes	98.26
Local/Residential Curblines		
	Miles include 2 passes	23.58
NE TOTAL		125.23
Southwest Section		
Arterial Curblines		
	Miles include 4 passes	24.17
Collector Curblines		
	Miles include 4 passes	49.83
Local/Residential Curblines		
	Miles include 2 passes	98.05
SW TOTAL		172.05
Southeast Section		
Arterial Curblines		
	Miles include 4 passes	5.10
Collector Curblines		
	Miles include 4 passes	49.03
Local/Residential Curblines		
	Miles include 2 passes	76.90
SE TOTAL		131.03

LEGEND

- | | |
|--------------------------|----------------------------------|
| Arterial Streets | Local Residential Streets |
| Curbed | Curbed |
| Partial / No Curb | Partial / No Curb |
| Collector Streets | Other Data |
| Curbed | Railroad |
| Partial / No Curb | Light Rail |
| | Sweep Section |



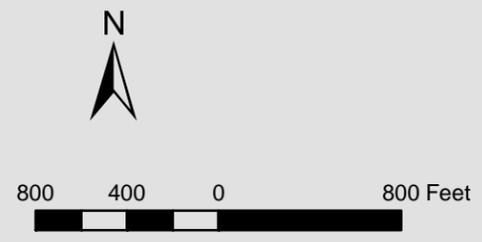
Exhibit A-3 High Density Parking Map



The streets highlighted as **High Density Parking** will only be swept during the following times:
- AFTER 6 AM
- PRIOR to 10 AM

LEGEND

-  High Density Parking
-  Parking Lots
-  Private Streets
-  Public Streets
-  Airport Runway
-  Light Rail
-  Railroads



Attachment C: Price Proposal

Attachement C: Price Proposals

Vendors shall submit proposals for option A, option B, and option C (see attached Exhibit A-1 and Exhibit A-2)

Description	Quantity	Unit	Unit Price	Amount
Option A: All City paved roads	600.17	miles		
Option B: NE and SE Sections only	256.26	miles		
Option C: Downtown night sweep	141.31	miles		
Totals				
Option A and Option C				
Option B and Option C				