



City of Woodburn, Oregon

Request for Proposals

GROUNDS MAINTENANCE SERVICE CONTRACT PARKS AND PUBLIC BUILDINGS

BID No: 2014-01

Response due by 2:00 PM on August 16, 2013

SUBMIT PROPOSAL TO:

City of Woodburn
Woodburn Public Works Department
190 Garfield Street
Woodburn, OR 97071
503/982-5240

**CITY OF WOODBURN
PUBLIC WORKS DEPARTMENT
GROUNDS MAINTENANCE SERVICE CONTRACT FOR –
PARKS AND PUBLIC BUILDINGS
Proposals due 2:00 pm, August 16, 2013**

REQUEST FOR PROPOSAL

The City of Woodburn is requesting proposals from qualified firms for a grounds maintenance service contract for specified parks and public building areas under a multi-year contract.

A successful firm will be selected based upon the following criteria: 1) Qualifications to perform the scope of services; 2) Prior work experience performing the scope of services; 3) Demonstrated understanding of the scope of services required; 4) References from other communities receiving services; 5) Total cost based on the Fee Schedule for providing specified scope of services; and 6) Overall best value to the City.

The City of Woodburn invites firms to submit five (5) copies of their proposal, including their experience and qualifications in performing work as described in the Scope of Services. The City will receive sealed proposals until **2:00 PM on August 16, 2013**. These should be delivered to the City of Woodburn, Public Works Department, 190 Garfield Street, Woodburn, Oregon 97071.

PRE-PROPOSAL CONFERENCE: There will be a Pre-Bid Conference at 9:00AM Wednesday August 7, 2013 in the Public Works Conference Room at 190 Garfield St. Woodburn, OR followed by a tour of the sites.

The City of Woodburn reserves the right to reject any or all proposals not in compliance with public bidding procedures; to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening; to waive informalities in the proposals; and to select the proposal that is in the best interest of the City.

Request for Proposal Documents may be examined at the following locations:

Woodburn: City of Woodburn's web site: <http://www.woodburn-or.gov/publicworks/bidsrfps.aspx>

Portland: Daily Journal of Commerce Plan Center

No bid will be considered unless the bidder is licensed by the Oregon Construction Contractors Board.

Questions pertaining to this RFP should be directed to Duane Barrick at 503-980-2408 or duane.barrick@ci.woodburn.or.us.

Published: Daily Journal of Commerce

Date(s): July 29, 2013

The Owner reserves the right to waive any irregularities in the bids, to reject any or all bids, and to accept only such bids as may be in the Owner's best interest.

Heather Pierson, City Recorder
City of Woodburn, OR 97071

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PART 1

OVERVIEW

The City of Woodburn is requesting proposals from qualified firms for a grounds maintenance service contract for specified parks and public building areas under a multi-year contract. Contract proposal areas are defined on the Grounds Maintenance Service Contract – Parks and Public Buildings plan set included with this proposal package as Attachment B. The services required include turf care, fertilizer, irrigation, litter control, pruning, disease and insect control, snow removal, surface cleaning, repairs, inspections, and floral planting. Additionally, general custodial services for public restroom cleaning are included within the scope of services to be proposed. Prospective Proposers are encouraged to visit the sites and prepare questions for the pre-proposal conference to be held at **9:00am Wednesday August 7, 2013** at the Woodburn Public Works Annex Building located at 190 Garfield Street, Woodburn, Oregon.

PART 2
TIMELINE

Schedule

July 30, 2013	Publication of Request for Proposals
August 7, 2013	Pre-Proposal Conference
August 16, 2013	Deadline for Submission of Proposals
August 21, 2013	Complete Proposals Review
August 28, 2013	Pre-Award Conference
September 9, 2013	Contract Award
October 1, 2013	Commencement of Services

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. PROPER NOTIFICATION OF CHANGES WILL BE MADE TO ALL INTERESTED PARTIES.

PART 3

SCOPE OF WORK

STATEMENT OF WORK

**City of Woodburn
Public Works Department**

**Grounds Maintenance Service Contract For –
Parks and Public Buildings**

This document is the statement of work and is included as part of the proposal package. This is a 3 (three) year contract with 2 (two) one-year options.

1.0 CONTRACT AREA

1.1 Contract areas are defined on the Grounds Maintenance Service Contract – Parks and Public Buildings plan set included with Attachment “B” of this proposal package. A general description of the proposal areas is provided below:

Park Facilities

<i>BURLINGHAM PARK</i>	Total Area SF	227,421
	7- Paved Areas	10,564
	8- Turf Maint Open	216,857

<i>CENTENNIAL PARK</i>	Total Area SF	977,755
	9- Flower Beds	500
	10- Baseball-Softball NE	60,000
	11- Baseball-Softball NW	60,000
	12- Baseball-Softball SE	87,896
	13- Baseball-Softball SW	87,896
	14- Shrub Area	12,378
	15- Soccer-Football Field	176,643
	16- Turf Maint, Main Grounds	57,660
	17- Turf Maint Open Areas	299,123
18- Paved Areas	135,659	

<i>CENTENNIAL DOG PARK</i>	Total Area SF	104,614
	19- Paved Areas	3,906
	20- Turf Maint Open Areas	100,708

COWEN PARK	Total Area SF	8,497
	32- Flower Beds	785
	33- Turf Maint, Main Grnds	7,712

FRONT ST. PARK	Total Area SF	46,049
	34- Turf Maint Open Areas	46,049

HERITAGE PARK	Total Area SF	12,775
	37- Paved Areas	4,064
	38- Turf Maint Open Areas	8,711

HERMANSON PARK	Total Area SF	114,603
	39- Paved Areas	12,313
	40- Turf Maint Open Areas	102,290

LEGION PARK	Total Area SF	341,520
	41- Paved Areas	46,905
	42- Soccer-Football Field	114,100
	43- Shrub Areas	6,000
	44- Turf Maint Open Areas	174,515

LOCOMOTIVE PARK	Total Area SF	19,366
	49- Paved Areas	11,123
	50- Shrub Areas	772
	51- Turf Maint Open Areas	7,471

NELSON PARK	Total Area SF	129,074
	58- Paved Areas	1,000
	59- Shrub Areas	1,500
	60- Turf Maint Open Areas	126,574

PARKS COMPOUND	Total Area SF	61,003
	67- Paved Areas	18,822
	68- Turf Maint Open Areas	42,181

PLAZA	Total Area SF	25,666
	70- Paved Areas	14,694
	71- Turf Maint Open Areas	10,972

SENIOR ESTATES PARK	Total Area SF	140,110
	75- Turf Maint Open Areas	138,196
	76- Shrub Areas	1,914

SETTLEMIER PARK	Total Area SF	273,527
	77- Baseball-Softball Field	76,289
	78- Paved Areas	42,438
	79- Turf Maint Open Areas	154,800

WYFFLE PARK	Total Area SF	34,101
	85- Turf Maint Open Areas	34,101

Public Building Facilities

AQUATIC CENTER	Total Area SF	38,500
	1 - Paved Areas	20,500
	2- Shrub Areas	2,000
	3- Turf Maint Open Areas	16,000

CITY HALL	Total Area SF	79,615
	21- Flower Beds	1,000
	22- Paved Areas	60,390
	23- Shrub Areas	11,301
	24- Turf Maint	6,924

CITY HALL PARKING LOT	Total Area SF	18,266
	25- Paved Areas	15,313
	26- Shrub Areas	2,953

CITY PARKING BEHIND PO	Total Area SF	22,791
	27- Paved Areas	20,399
	28- Shrub Areas	2,392

LIBRARY	Total Area SF	39,098
	45- Paved Areas	16,072
	46- Shrub Areas	7,100
	47- Turf Maint, Main Grounds	3,094
	48-Turf Maint Open Areas	12,832

MAINT. & WATER SHOP	Total Area SF	28,714
	52- Paved Areas	25,906
	53- Shrub Areas	589
	54- Turf Maint Open Areas	2,219

POLICE DEPARTMENT	Total Area SF	346,399
	63- Paved Areas	61,080
	64- Shrub Areas	27,490
	65- Turf Maint Open Areas	256,829
	66- Turf Maint, Main Grnds	1,000

PW ANNEX BLDG.	Total Area SF	13,657
	72- Flower Beds	575
	73- Paved Areas	12,645
	74- Shrub Areas	437

1.2 The services required include turf care, fertilizer, irrigation, litter control, pruning, disease and insect control, snow removal, surface cleaning, repairs, inspections, and floral planting. Additionally, general custodial services for public restroom cleaning are included within the scope of services to be proposed. Prospective proposers are encouraged to visit the sites and prepare questions for the pre-proposal conference to be held at **9:00 am Wednesday August 7, 2013**, at the Woodburn Public Works Annex Building located at 190 Garfield Street, Woodburn, Oregon.

2.0 SCOPE OF WORK FOR GROUNDS MAINTENANCE SERVICE CONTRACT

2.1 The grounds maintenance services provided will correspond to a defined level of service for a specified park or public building facility. The level of services is defined below:

LEVEL 1

State-of-the-art maintenance applied to high-quality diverse landscape. Associated with high-traffic urban areas, such as public squares, malls, government grounds, or college/university campuses.

- **TURF CARE.** Grass height maintained according to species and variety of grass. Mowed at least once every five working days but may be as often as once every three working days. Aeration as required but not less than four times per year. Reseeding or sodding as needed. Weed control to be practiced so that no more than 1 percent of the surface has weeds present.
- **FERTILIZER.** Adequate fertilization applied to plant species according to their optimum requirements. Application rates and times should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should be

fertilized according to their individual requirements of nutrients for optimum growth. Unusually long or short growing seasons may modify the chart slightly.

- **IRRIGATION.** Sprinkler irrigated – electronic automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.
- **LITTER CONTROL.** Minimum of once per day, seven days per week. Extremely high visitation may increase the frequency. Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing.
- **PRUNING.** Frequency dictated primarily by species and variety of trees and shrubs. Length of growing season and design concept also a controlling factor – i.e., clipped vs. natural – style hedges. Timing scheduled to coincide with low demand periods or to take advantage of special growing characteristics.
- **DISEASE AND INSECT CONTROL.** At this maintenance level, the controlling objective is to avoid public awareness of any problems. It is anticipated at Level 1 that problems will either be prevented or observed at a very early stage and corrected immediately.
- **SNOW REMOVAL.** Snow removal starts the same day that accumulations of .5 inch are present. At no time will snow be permitted to cover transportation or parking surfaces longer than noon of the day after the snow stops. Applications of snow-melting compound and/or gravel are appropriate to reduce the danger of injury due to falls.
- **SURFACES.** Sweeping, cleaning, and washing of surfaces should be done so that at no time does an accumulation of sand, dirt, or leaves distract from the looks or safety of the area.
- **REPAIRS.** Repairs to all elements of the design should be done immediately when problems are discovered, provided replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs may be postponed to a time period that is least disruptive.
- **INSPECTIONS.** A staff member should conduct inspection daily.
- **FLORAL PLANTING.** Normally, extensive or unusual floral plantings are part of the design. These may include ground-level beds, planters, or hanging baskets. Often multiple plantings are scheduled, usually for at least two blooming cycles per year. Some designs may call for a more frequent rotation of bloom. Maximum care, including watering, fertilizing, disease control, disbudding, and weeding, is necessary. Weeding flowers and shrubs is done a minimum of once per week. The desired standard is essentially weed free.

LEVEL 2

High-level maintenance. Associated with well-developed public areas, malls, government grounds, or college/university campuses. Recommended level for most organizations.

- **TURF CARE.** grass cut once every five working days. Aeration as required but not less than two times per year, Reseeding or application of sod when bare spots are present. Weed control practiced when weeds represent 5 percent of the turf surface. Some pre-emergent products may be used at this level.
- **FERTILIZER.** Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously, Amounts depend on species, length of growing season, soils, and rainfall. Rates should correspond to least the lowest recommended rates, Distribution should ensure and even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees shrubs and flowers should receive fertilizer levels to ensure optimum growth.
- **IRRIGATION.** Sprinkler irrigated – electric commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.
- **LITTER CONTROL.** Minimum of once per day, five days per week. Offsite movement of trash depends on size of containers and use by the public. High use may dictate daily or more frequent cleaning.
- **PRUNING.** Usually done at least once per season unless species planted dictate more frequent attention. Sculpted hedges or high-growth species may dictate a more frequent requirement than most trees and shrubs in natural-growth plantings.
- **DISEASE AND INSECT CONTROL.** Usually done when disease or insects are inflicting noticeable damage, are inflicting noticeable damage, are reducing vigor of plant material, or could be considered a bother to the public. Some preventive measures may be used, such as systemic chemical treatments. Cultural prevention of disease problems can reduce time spent in this category. Some minor problems may be tolerated at this level.
- **SNOW REMOVAL.** Snow removed by noon the day following snowfall. Gravel or snowmelt may be used to reduce ice accumulation.
- **SURFACES.** Should be cleaned, repaired, repainted, or replaced when their appearances have noticeably deteriorated.
- **REPAIRS.** Should be done whenever safety, function, or appearance is in question.
- **INSPECTIONS.** Inspections should be conducted by some staff member at least once a day when regular staff is scheduled.

- **FLORAL PLANTINGS.** Normally, no more complex than two rotations of bloom per year. Care cycle is usually at least once per week, but watering may be more frequent. Health and vigor dictate cycle of fertilization and disease control. Beds essentially kept weed free.

LEVEL 3

Moderate-level maintenance. Associated with locations that have moderate to low levels of development or visitation, or with operations that, because of budget restrictions, cannot afford a higher level of maintenance.

- **TURF CARE.** Grass cut once every ten working days. Normally not aerated unless turf quality indicates a need or in anticipation of an application of fertilizer. Reseeding or application of sod done only when major bare spots appear. Weed control measures normally used when 50 percent of small areas are weed infested or when 15 percent of the general turf is infested with weeds.
- **FERTILIZER.** Applied only when turf vigor seems to be low. Low-level application done per year. Rate suggested is one-half the level recommended.
- **IRRIGATION.** Depend on climate. Locations that receive more than 25 inches of rainfall a year usually rely on natural rainfall with the possible addition of portable irrigation during periods of drought. Dry climates that receive less than 25 inches of rainfall usually have some form of supplemental irrigation. When irrigation is automatic, a demand schedule is programmed. Where manual servicing is required, the norm would be two three times per week.
- **LITTER CONTROL.** Minimum service of two to three times per week. High use may dictate higher levels during the warm season.
- **PRUNING.** When required for health or reasonable appearance. With most tree and shrub species, pruning would be performed once every two to three years.
- **DISEASE AND INSECT CONTROL.** Done only to address epidemics or serious complaints. Control measures may be put into effect when the health or survival of the plant material is threatened or when public comfort is an issue.
- **SNOW REMOVAL.** Snow removal done based on local law requirements but general accomplished by the day following snowfall. Some crosswalks or surfaces may not be cleared at all.
- **SURFACES.** Cleared on a complaint basis. Repaired or replaced as budget allows.
- **REPAIRS.** Should be done whenever safety or function is in question.
- **INSPECTIONS.** Inspections are conducted once per week.
- **FLORAL PLANTING.** Only perennials or flowering trees or shrubs.

LEVEL 4

Moderately low-level maintenance. Associated with locations affected by budget restrictions that cannot afford a high level of maintenance.

- **TURF CARE.** Low-frequency mowing scheduled based on species. Low growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirement for noxious weeds.
- **FERTILIZER.** No fertilizer.
- **IRRIGATION.** No irrigation.
- **LITTER CONTROL.** Once per week or less. Complaints may increase level above one servicing.
- **PRUNING.** No regular trimming. Safety or damage from weather may dictate actual work schedule.
- **DISEASE AND INSECT CONTROL.** None except where the problem is epidemic and the epidemic condition threatens resources or the public.
- **SNOW REMOVAL.** Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some crosswalks or surfaces may not be cleared at all.
- **SURFACES.** Replaced or repaired when safety is a concern and when budget is available.
- **REPAIRS.** Should be done whenever safety or function is in question.
- **INSPECTIONS.** Inspections are conducted once per month.
- **FLORAL PLANTING.** None. May have wildflowers, perennials, flowering trees, or shrubs in place.

LEVEL 5

Minimum-level maintenance. Associated with locations that have severe budget restrictions.

- **TURF CARE.** Low-frequency mowing scheduled based on species. Low growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds.
- **FERTILIZER.** No fertilizer.
- **IRRIGATION.** No irrigation.
- **LITTER CONTROL.** On demand or complaint basis.

- **PRUNING.** No pruning unless safety is involved.
- **DESEASE AND INSECT CONTROL.** No control except in epidemic or safety situations.
- **SNOW REMOVAL.** Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some crosswalks or surfaces may not be cleared at all.
- **SURFACES.** Serviced only when safety is a consideration.
- **REPAIRS.** Should be done whenever safety or function is in question.
- **INSPECTIONS.** Inspections are conducted once per month.
- **FLORAL PLANTING.** None. May have wildflowers, perennials, flowering trees, or shrubs in place.

3.0 NON-PERFORMANCE PENALTIES

- 3.1 The Contractor shall provide a delivery schedule of services that is consistent with the level of service specified for a given facility and zone. Non-performance of the service delivery schedule provided will result in a proportional deduction in fee amount approved for payment.
- 3.2 The City will provide the Contractor notice of work not conforming to standards consistent to the level of service specified and the Contractor will be provided an opportunity to correct deficient work. If deficient work is corrected to acceptable standards within 24 hours of notification, no payment deduction will be made. If deficient work is not corrected within 24 hours of notification, monthly payment will be reduced accordingly.
- 3.3 Upon 3 occurrences of Contractor failure to provide services at the specified level of service resulting in monthly payment deduction, the City may elect to terminate the contract for cause.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 Contractor shall provide all labor, materials (including fertilizers and pesticides), tools, equipment, and transportation needed to perform this statement of work. The Contractor will dispose of all debris generated from this work in a manner that complies with all regulatory requirements. All pesticides used in this Contract will be in compliance with environmental regulatory requirements and approved by Woodburn Public Works prior to application.

5.0 CONTRACTOR IDENTIFICATION

- 5.1 Contractor personnel shall maintain personal and Contractor identification at all time while working on City facilities. Contractor personnel will present identification when requested by a City of Woodburn employee or City of Woodburn Police Officer.
- 5.2 Contractor personnel shall wear a uniform that clearly identifies the individual as an employee of the Contractor. Contractor shall submit uniform style and configuration information to the City for approval. Changes to uniform style and configuration may only be made upon City approval.

6.0 LICENSE

- 6.1 Contractor shall have a current Oregon Contractors License and a City of Woodburn business license.

7.0 PROFESSIONAL AND GENERAL LIABILITY INSURANCE

- 7.1 Contractor shall provide Woodburn Public Works evidence of professional and general liability insurance certifying coverage contained. Self-insurance is not an acceptable alternative to an insurance policy. The Certificate of Insurance shall identify the insurer and the Contractor by name, the type and amount of insurance, the location and type of operations to which the insurance applies, and the effective and expiration date of the policies of insurance. The Contractor shall provide Woodburn Public Works notice of any changes of insurance provider, coverage, limits of liability or cancellation of insurance. Limits of liability shall be not less than one million dollars (\$1,000,000) per occurrence or alleged to have been suffered by reason of or in the course of operations of the Contractor, or any subcontractor, or both. Required insurance shall be maintained throughout the term of the Contract and may not be cancelled without providing a minimum of thirty (30) days in advance notice of cancellation to Woodburn Public Works.

8.0 INDEMNIFICATION

- 8.1 Contractor agrees to hold harmless and indemnify the City of Woodburn, and its officials, against any and all claims, suits, damages, costs, or legal expense as a result of bodily injury or property damage resulting from the negligence of the Contractor. All policies of insurance carried by the Contractor shall be write as primary policies, not contributing with and not in excess of insurance coverage which the City of Woodburn may carry.

9.0 PRICING

- 9.1 Proposers will be asked to provide an itemized fee schedule broken down by facility and zone within each facility. The zones will be summed to create a facility cost for services. The facilities will be summed to create a total annual cost for services.
- 9.2 Proposers will be required to provide two separate pricing proposals. One proposal will be for levels of service defined to be consistent with the City's current

level of service provided. The other proposal will be for a defined reduced level of service. The City is attempting to address fiscal limitations and is unsure whether the contract will be established at the current level of service or a reduced level of service. Each proposal will be reviewed and scored according to both the current level of service and a reduced level of service.

- 9.3 Upon request, compensation may be allowed for escalation in the rate of contract costs on a unit basis, at the beginning of (July 1) of the second and third (and optional extension years) of the Agreement, based upon the change in the Portland Consumer Price Index (CPI), as determined by the Public Works Director.

10.0 PAYMENT

- 10.1 Contractor shall submit invoices monthly as per the Pricing Schedule. Woodburn Public Works will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices will be returned to the Contractor for correction prior to payment processing by the City of Woodburn.

11.0 CANCELLATION

- 11.1 Woodburn Public Works reserves the right to cancel the contract by giving a 30-day written notice should services received be unsatisfactory.
- 11.2 The intent of the City of Woodburn is to award a multi-year service contract per this Statement of Work. However, the City cannot obligate future budget decisions and the continuance of this Contract is subject to an annual approval by the Woodburn City Council to provide sufficient funds for this maintenance contract. Should sufficient funds not be approved by the Woodburn City Council, 30-day written notice shall be provided to the Contractor.

12.0 TERM OF CONTRACT

- 12.1 The term of the contract shall be from October 1, 2013 – June 30, 2016 with two optional one-year periods upon agreement of both parties.

13.0 PRE-AWARD CONFERENCE

- 13.1 Woodburn Public Works will conduct a pre-award conference with the apparent successful proposer to evaluate capabilities and resources and review of references of clients having similar requirements as set forth in this Statement of Work. Reference checks will be an integral part of the final assessment of the apparent low bidder and award of the Contract. NOTE: Negative reference response may be cause for the apparent successful proposer to be assessed as non-responsible and justify rejection of the proposal

14.0 AWARD

- 14.1 The City of Woodburn reserves the right to award this Contract in whole or in parts.

PART 4

PROPOSAL CONTENT

Proposals must contain all information and documentation listed below:

- A. List firm size and years in business.
- B. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- C. Documentation, verification that the Contractor has an Oregon Contractors License (Include CCB #) and a City of Woodburn business license.
- D. Completed Non-Discrimination Form; The successful Proposer agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. Proposer must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as "Attachment D.")
- E. Demonstrated Understanding. The demonstrated understanding of the project and its requirements as they relate to the objectives
- F. Qualifications of Firm. Qualifications of the firm relating specifically to their ability to complete the items outlined in the Scope of Work and their ability to work with City staff.
- G. Organization and Staffing of Firm. Clear description of the relationship of project firm members, lines of authority, areas of responsibility, and availability of all key members
- H. Demonstrated Accomplishments. Provide up to five (5) project examples of demonstrated accomplishments of the firm in the areas that are identified in the Scope of Work.
- I. References. List three references, preferably within the State of Oregon that can attest to the quality and variety of services provided by your firm. Include a contact name and telephone number with each reference.
- J. When outlining the competence and experience of individuals proposed for assignment to this project, include a description of responsibilities in similar projects, education, certifications and licenses held, training, experience, and membership in professional organizations. Also identify the project manager who will direct the work.
- L. If any sub-consultants are proposed, provide a list of tasks assigned to each, and the names, responsibilities and qualifications of those sub-consultants.

PART 5

EVALUATION OF PROPOSALS

The selection will be made on a competitive basis, using scoring based on the evaluation criteria listed below, in combination with interview scores, if conducted.

The City will establish a committee (the "Evaluation Committee") of at least two individuals to review, score and rank proposals according to the criteria set forth below.

No prequalification will occur. The successful Proposal shall be selected in a single-tier competitive process.

Evaluation Criteria

Demonstrated Understanding – 10 points maximum

Qualifications of Firm – 10 points maximum

Organization and Staffing of Firm – 10 points maximum

Demonstrated Accomplishments – 10 points maximum

References – 10 points maximum

Fee (Based on bid schedule) – 50 points

Ranking of each firm will be based on the sum of points awarded, based on the Evaluation Criteria. A maximum total score of 100 points is possible. Following evaluation of proposals and ranking of consultants, a short list of no more than three candidates will be devised by the Evaluation Committee.

PART 6
SELECTION PROCESS

The City shall use the following selection process:

- A. Following the ranking of proposal information submitted, at least one member of the Evaluation Committee will be joined by the Director of Public Works, or his designee, becoming the "Selection Committee."
- B. The Selection Committee, at its sole discretion, may choose to interview short-listed firms prior to making their final recommendation. The Director of Public Works will make the final decision regarding the ranking of the Proposers.
- C. The highest-ranking Proposer will be invited to attend a Pre-Award Conference to evaluate capabilities and resources and review of references of clients having similar requirements as set forth in this Statement of Work. Reference checks will be an integral part of the final assessment of the apparent low bidder and award of the Contract. NOTE: Negative reference response may be cause for the apparent low-bidder to be assessed as non-responsible and justify rejection of the bid.

(If highest-ranking Proposer fails to meet the City's requirements at the pre-award conference, the Selection Committee will formally terminate negotiations with that Contractor and will begin negotiations with the next highest Contractor.)
- D. The Notice of Intent to Award will be given.
- E. The Notice of Award will be given.
- F. The City and the selected Contractor will enter into a service agreement for the work per the price amounts indicated in the Bid Proposal Form.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **2:00 PM on August 16, 2013**. Proposals received after this deadline will not be opened and will be returned to the Proposer. No faxed or e-mailed proposals will be accepted.

A. Proposal

An unbound original and five complete copies of the Proposal shall be delivered to the address shown below.

B. Cover Letter

A Cover Letter shall accompany the Proposal and it shall state that all terms and conditions contained in the Request for Proposals and the sample Service Agreement (attached) are accepted by the Proposer. The Cover Letter and the Proposal must be signed by a legal representative of the Proposer firm, authorized to bind the firm in contractual matters. If the Proposer has suggestions regarding the terms and conditions of the Contract, these can be included in the Cover Letter as well.

All correspondence pertaining to this RFP should be directed to:

Dan Brown, P.E.
Public Works Director
190 Garfield Street
Woodburn, OR 97071
503/982-5240

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance

The Proposal shall be legally binding as an offer for a period of 90 days after the closing date. Each Proposer may withdraw its Proposal if it has not been accepted within sixty (60) days from the RFP closing date. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

Proposer whom is awarded the Contract shall, prior to award, secure a Business License from the City of Woodburn, OR and pay the required fee.

B. Public Records

All Proposals shall become the property of the City and are public records unless otherwise specified. A proposal that contains any information that is considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

The City reserves the right to obtain clarification of any point in a firm's 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 a rejection of the firm's proposal.

D. Form of Agreement

A copy of the Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E. Proposal Rejection

The City reserves the right:

- I. To reject any or all proposals not in compliance with all public procedures and requirements;
2. To reject any proposal not meeting the specifications set forth herein;
3. To waive any or all irregularities in proposals submitted;
4. To reject all proposals;

5. To award any or all parts of any proposal; and
6. To request references and other data to determine responsiveness.

F. Notice of Selection

The City shall give written Notice of Selection to all Proposers at least 7 (seven) days prior to the contract award.

G. Protest Process

Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules.

BID PROPOSAL

Honorable Mayor and City Council
City Hall
Woodburn, Oregon 97071

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, which it is made without any connection or collusion with any person making another Proposal on this Contract.

The Proposer further declares that he has carefully examined the Contract Documents for the maintenance of the proposed Landscaping; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description of work and materials as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and the terms of the Contract Documents, which Documents are herein attached and are hereby made a part of this Proposal.

The Proposer further agrees to complete all maintenance work in all respects in accordance with the Provisions incorporated herein.

In the event the Proposer is awarded the Contract and shall fail to complete any portion of the maintenance work as defined in Part 3 of the Request for Proposals, fee restrictions in section 2.1 and penalties defined in Section 3.1 of Part 3 will apply.

The Proposer further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents.

The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

If the Bidder is awarded a construction contract on this proposal, the surety who will provide the Performance Bond will be:

_____ whose address is:

_____, _____, _____, _____
Street City State Zip

Agents Name: _____ Phone No. _____

The address for all communications concerned with this Proposal and where the Contract shall be sent is:

Contractor: _____ doing business
at:

_____, _____, _____
Street City State Zip

Oregon Construction Contractors Board #

GROUNDS MAINTENANCE FEE SCHEDULE

The fee proposal must utilize the City of Woodburn provided spreadsheet. Each proposer shall populate all blue and rose shaded cells of the included spreadsheet format. Upon submission of proposal, a printed copy and electronic copy of the Grounds Maintenance Fee Schedule spreadsheet will be included with the proposal.

The fee schedule will account for 50 percent of the proposal evaluation and care must be taken in preparation of the Grounds Maintenance Fee Schedule. The City will determine a given level of service for each zone of each facility and apply the level of service identified to each proposal submitted for proposal assessment purposes. Upon determination of the proposal that provides the best overall value to the City based upon the evaluation criteria identified in this RFP, a final level of service and fee schedule will be negotiated. The final negotiated level of service and fee schedule may not be the same as that used for comparing proposals for evaluation purposes.

See following pages for Grounds Maintenance Fee Schedule format that will be used for proposal submission.

PARK FACILITIES							
LOCATION	ZONES	SQFT	LEVELS OF SERVICE				
			1	2	3	4	5
BURLINGHAM PARK	Total Area SF	227,421	ANNUAL COST OF MAINTENANCE				
	7- Paved Areas	10,564					
	8- Turf Maint Open	216,857					
	Annual Maintenance Fee						
CENTENNIAL PARK	Total Area SF	977,755	ANNUAL COST OF MAINTENANCE				
	9- Flower Beds	500					
	10- Baseball-Softball NE	60,000					
	11- Baseball-Softball NW	60,000					
	12- Baseball-Softball SE	87,896					
	13- Baseball-Softball SW	87,896					
	14- Shrub Area	12,378					
	15- Soccer-Football Field	176,643					
	16- Turf Maint, Main Grnds	57,660					
	17- Turf Maint Open Areas	299,123					
18- Paved Areas	135,659						
Annual Maintenance Fee							
CENTENNIAL DOG PARK	Total Area SF	104,614	ANNUAL COST OF MAINTENANCE				
	19- Paved Areas	3,906					
	20- Turf Maint Open Areas	100,708					
Annual Maintenance Fee							
COWEN PARK	Total Area SF	8,497	ANNUAL COST OF MAINTENANCE				
	32- Flower Beds	785					
	33- Turf Maint, Main Grnds	7712					
Annual Maintenance Fee							
FRONT ST. PARK	Total Area SF	46,049	ANNUAL COST OF MAINTENANCE				
	34- Turf Maint Open Areas	46,049					
	Annual Maintenance Fee						
HERITAGE PARK	Total Area SF	12,775	ANNUAL COST OF MAINTENANCE				
	37- Paved Areas	4064					
	38- Turf Maint Open Areas	8,711					
Annual Maintenance Fee							
HERMANSON PARK	Total Area SF		ANNUAL COST OF MAINTENANCE				
	39- Paved Areas	12313					
	40- Turf Maint Open Areas	102,290					
Annual Maintenance Fee							
LEGION PARK	Total Area SF	341,520	ANNUAL COST OF MAINTENANCE				
	41- Paved Areas	46905					
	42- Soccer-Football Field	114,100					
	43- Shrub Areas	6,000					
	44- Turf Maint Open Areas	174,515					

<i>Annual Maintenance Fee</i>							
LOCOMOTIVE PARK	Total Area	19,366	ANNUAL COST OF MAINTENANCE				
	49- Paved Areas	11123					
	50- Shrub Areas	772					
	51- Turf Maint Open Areas	7,471					
Annual Maintenance Fee							
NELSON PARK	Total Area	129,074	ANNUAL COST OF MAINTENANCE				
	58- Paved Areas	1000					
	59- Shrub Areas	1,500					
	60- Turf Maint Open Areas	126,574					
Annual Maintenance Fee							
PARKS COMPOUND	Total Area SF	61,003	ANNUAL COST OF MAINTENANCE				
	67- Paved Areas	18822					
	68- Turf Maint Open Areas	42,181					
Annual Maintenance Fee							
PLAZA PARK	Total Area SF	25,666	ANNUAL COST OF MAINTENANCE				
	70- Paved Areas	14694					
	71- Turf Maint Open Areas	10,972					
Annual Maintenance Fee							
SENIOR ESTATES PARK	Total Area SF	140,110	ANNUAL COST OF MAINTENANCE				
	75- Turf Maint Open Areas	138,196					
	76- Shrub Areas	1,914					
Annual Maintenance Fee							
SETTLEMIER PARK	Total Area SF	273,527	ANNUAL COST OF MAINTENANCE				
	77- Baseball-Softball Field	76,289					
	78- Paved Areas	42438					
	79- Turf Maint Open Areas	154,800					
Annual Maintenance Fee							
WYFFLE PARK	Total Area SF	34,101	ANNUAL COST OF MAINTENANCE				
	85- Turf Maint Open Areas	34,101					
Annual Maintenance Fee							
PUBLIC BUILDING FACILITIES							
AQUATIC CENTER	Total Area SF	38,500	ANNUAL COST OF MAINTENANCE				
	1 - Paved Areas	20,500					
	2- Shrub Areas	2,000					
	3- Turf Maint Open Areas	16,000					
Annual Maintenance Fee							
CITY HALL	Total Area SF	79,615	ANNUAL COST OF MAINTENANCE				
	21- Flower Beds	1,000					
	22- Paved Areas	60,390					
	23- Shrub Areas	11,301					
	24- Turf Maint, Main Grnds	6,924					
Annual Maintenance Fee							
CITY HALL PARKING LOT	Total Area SF	18,266	ANNUAL COST OF MAINTENANCE				

CHANGE ORDERS FOR ADDITIONAL WORK OR SPECIAL ASSIGNMENTS

The City of Woodburn hosts or participates in Special Events held at park or public building facilities. The selected contractor will be asked to provide additional general labor to assist with the preparation and clean-up associated with these Special Events. A change order will be issued to the contractor specifically identifying the additional services required for a special event. The change order will include providing labor, materials, and equipment to support these Special Event activities. The extent of materials and equipment are unknown and the City will negotiate equipment rates and material costs at time of issuance of the change order. General labor costs are variable among responding proposers and fee information provided with this proposal is not based upon an hourly rate. Therefore, the City requests proposers to provide an hourly general labor rate that would be applied for change orders and used for cost comparison of proposals received.

The estimated number of change order labor hours that the City would issue per year is 300 hours. The actual number of hours to be provided under change order conditions may vary, including the issuance of no change order work. Proposers shall be prepared to honor the proposed general labor rate (fully weighted) for up to 400 hours per year.

Please complete the table below with submitted fee schedule:

Description of Labor	Estimated # Hours per Year	Hourly wage rate including benefits and overhead	Estimated Annual cost for Special Event General Labor
General Labor	300		

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

(If Sole Proprietor or Partnership)

In witness hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title (If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation _____

By: _____

Title _____

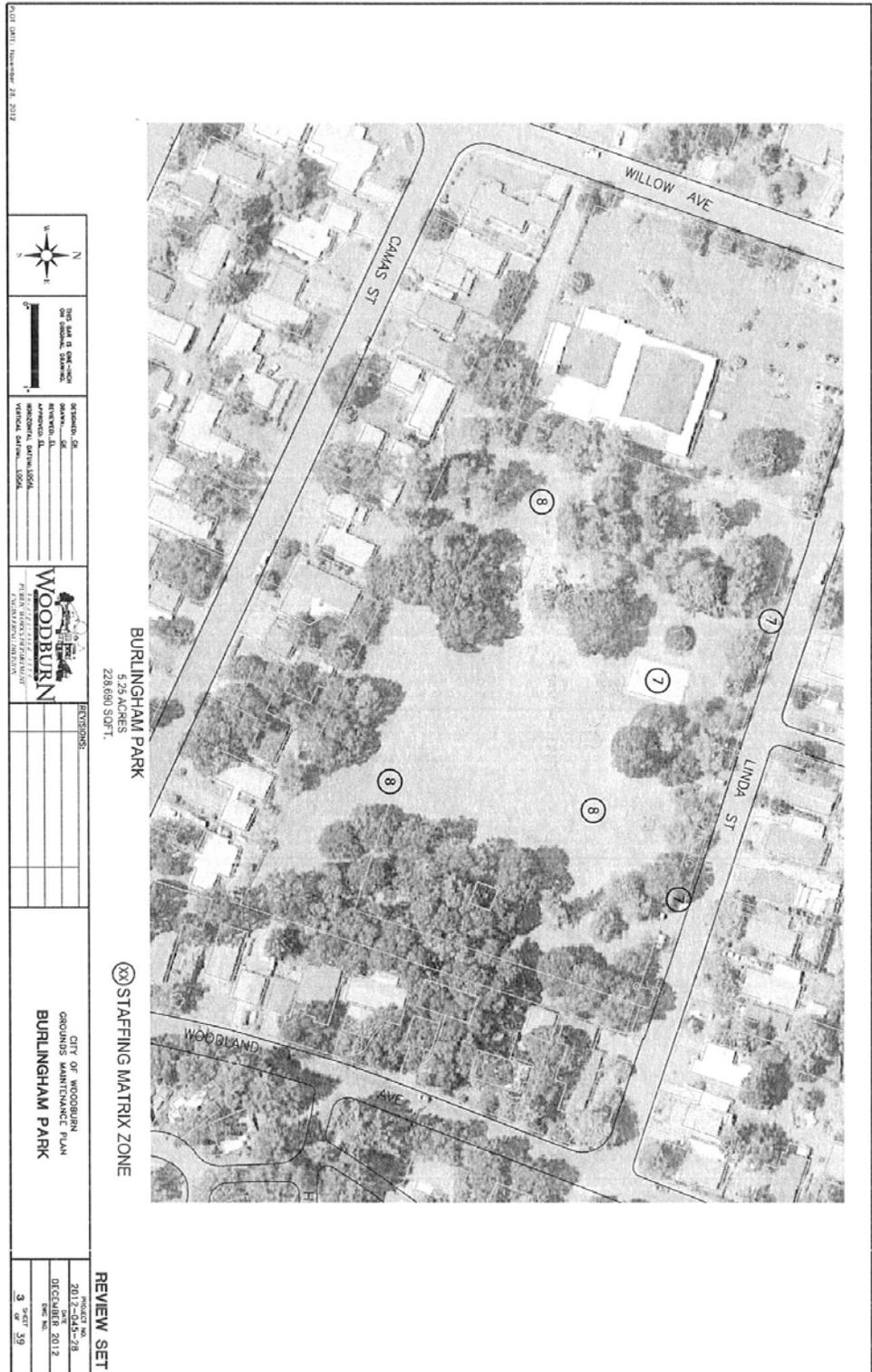
Construction Contractor's Board No. _____

Attest: _____
Secretary

INTENTIONALLY LEFT BLANK

ATTACHMENT “B”

Grounds Maintenance Service Contract Park and Public Building Facilities Plan Set



DATE: 11/26/2012



THIS MAP IS FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A CONTRACT. CONTACT THE DESIGNER FOR MORE INFORMATION.

DATE OF SURVEY: 08/14/12
 PROJECT NO.: 2012-044-78
 SHEET NO.: 3 OF 39

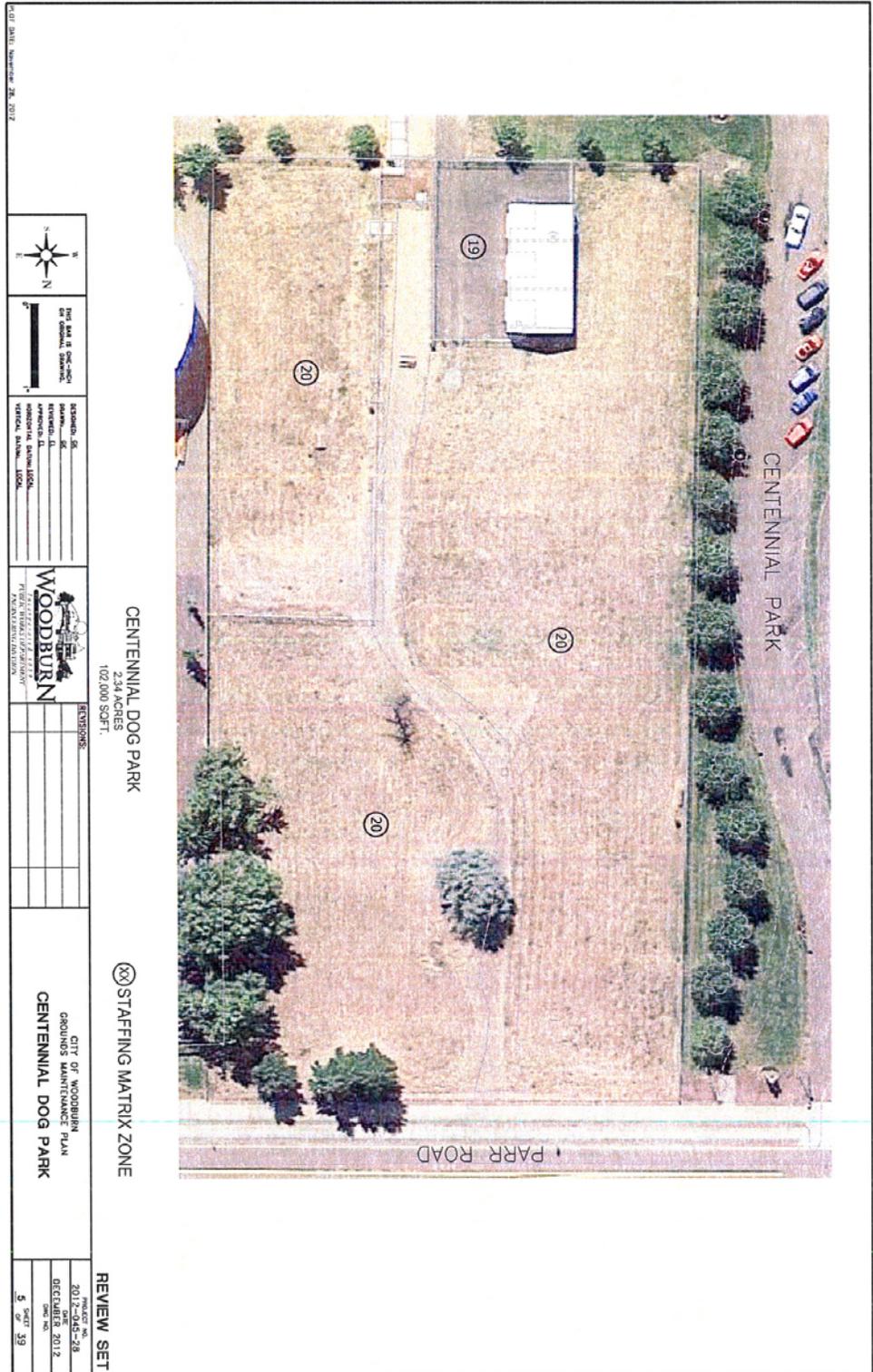


REVISIONS:	DATE	DESCRIPTION

STAFFING MATRIX ZONE

CITY OF WOODBURN
 GROUNDS MAINTENANCE PLAN
BURLINGHAM PARK

PROJECT NO. 2012-044-78
 SHEET NO. 3 OF 39
 DATE: 11/26/2012



FILED DATE: November 27th, 2012

THIS SET IS ONE-STEP
OR GENERAL DRAWING.

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 PROJECT NUMBER: _____
 SHEET NUMBER: _____



DIMENSIONS	

CENTENNIAL DOG PARK
 2.34 ACRES
 102,000 SQFT.

(20) STAFFING MATRIX ZONE

CITY OF WOODBURN
 GROUNDS MAINTENANCE PLAN
CENTENNIAL DOG PARK

REVIEW SET

PROJECT NO. 2012-045-28
 SHEET NO. 5 OF 39
 DATE: DECEMBER 2012



COWEN PARK
2.7 ACRES
8,540 SQ.FT.

ⓧ STAFFING MATRIX ZONE

REVIEW SET

PLAT DATE: November 28, 2012



THIS PLAN IS ONE-FOUR
ON ORIGINAL SCALE

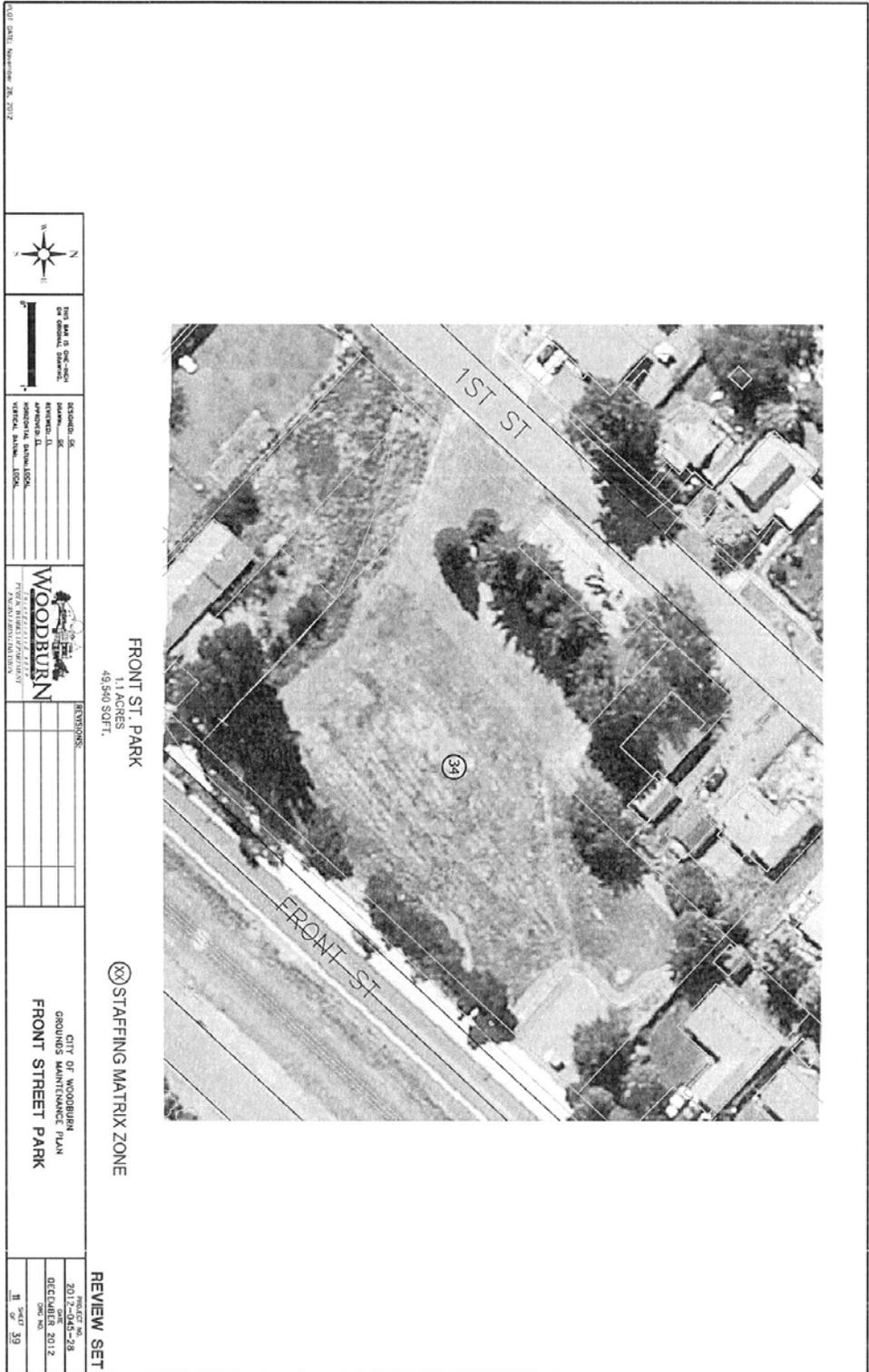
DESIGNED BY: _____
APPROVED BY: _____
WOODBURN DISTRICT LOCAL
VEGETATION SURVEY: _____



REVISIONS:	

CITY OF WOODBURN
GROUNDS MAINTENANCE PLAN
COWEN PARK

PROJECT NO. 2012-15-28
DATE: OCTOBER 2012
SHEET NO. 10 OF 29



FRONT ST PARK
11 ACRES
49,540 SQFT.

Ⓧ STAFFING MATRIX ZONE

CITY OF WOODBURN
GROUNDS MAINTENANCE PLAN
FRONT STREET PARK

REVIEW SET

PROJECT NO. 2012-045-28
DATE: DEC 2012
SHEET 39 OF 39

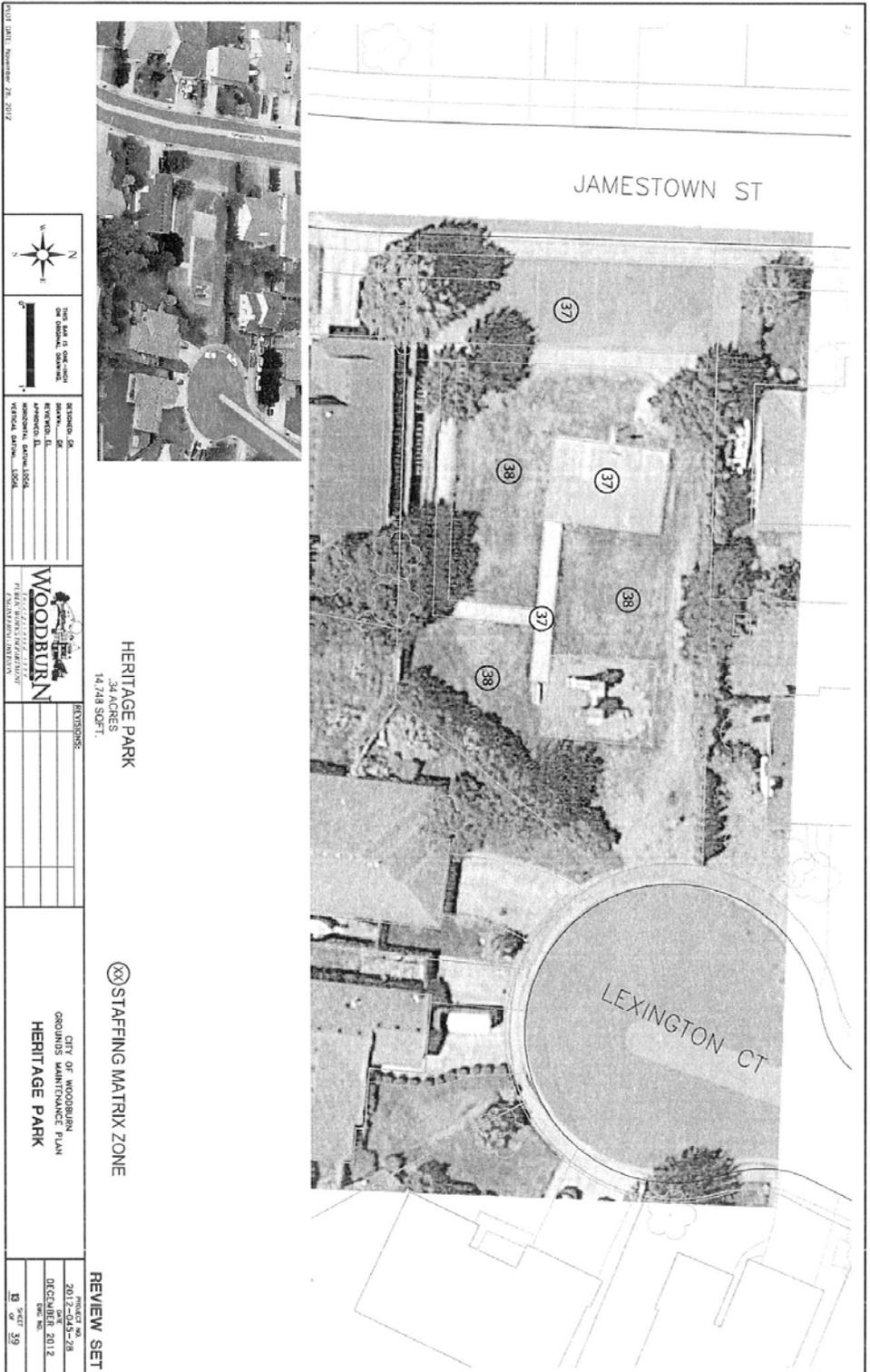
DATE: 12/28/2012



REVISIONS:
DATE: _____
BY: _____
DESCRIPTION: _____



NO.	DATE	DESCRIPTION



PLANT DATE: November 28, 2012



THIS PLAN IS ONE-COPY
ON ORIGINAL DRAWING

DESIGNED BY: [blank]
 DRAWN BY: [blank]
 APPROVED BY: [blank]
 PROJECT NO.: [blank]
 SHEET NO.: [blank]



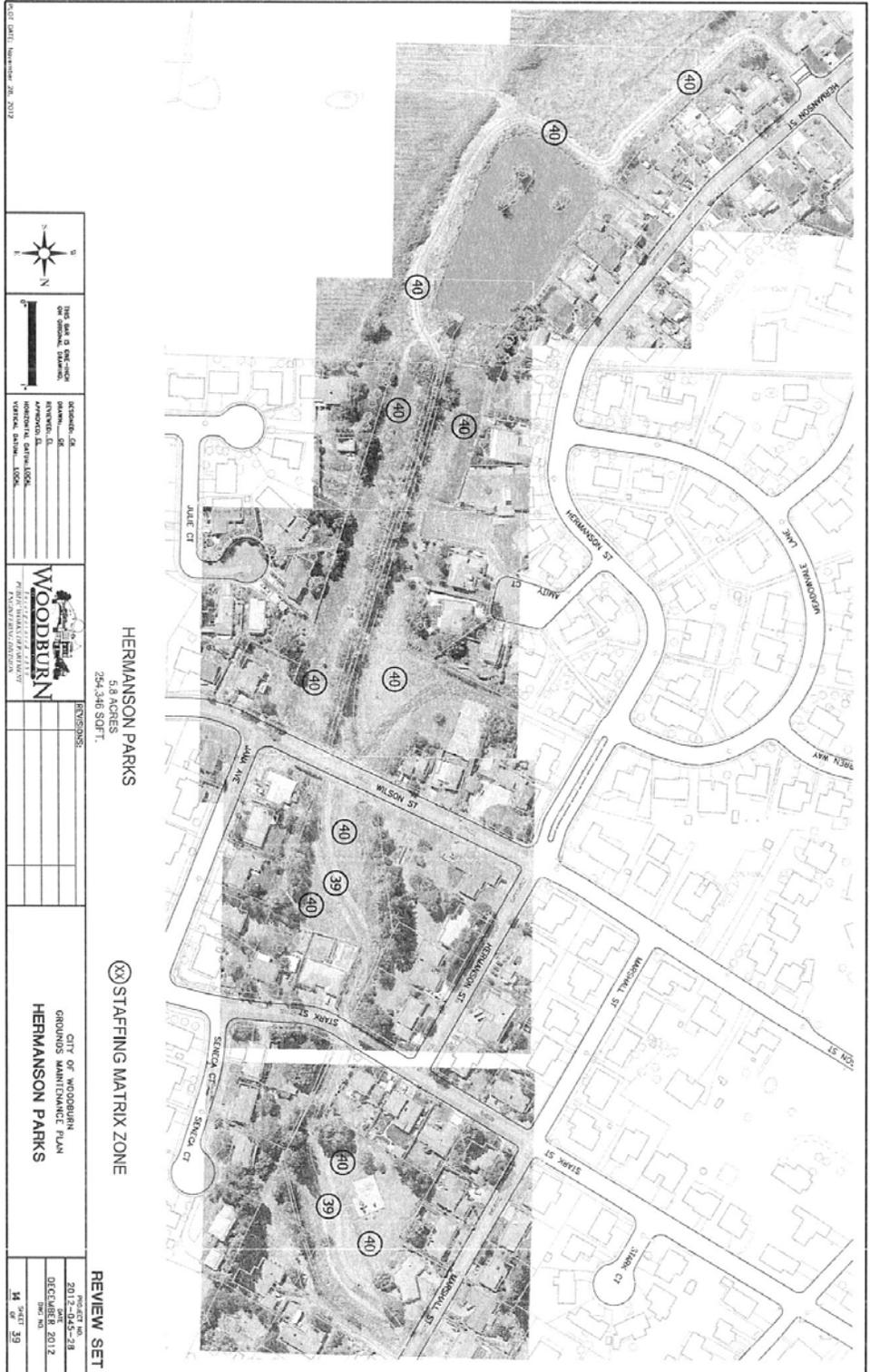
DIMENSIONS	

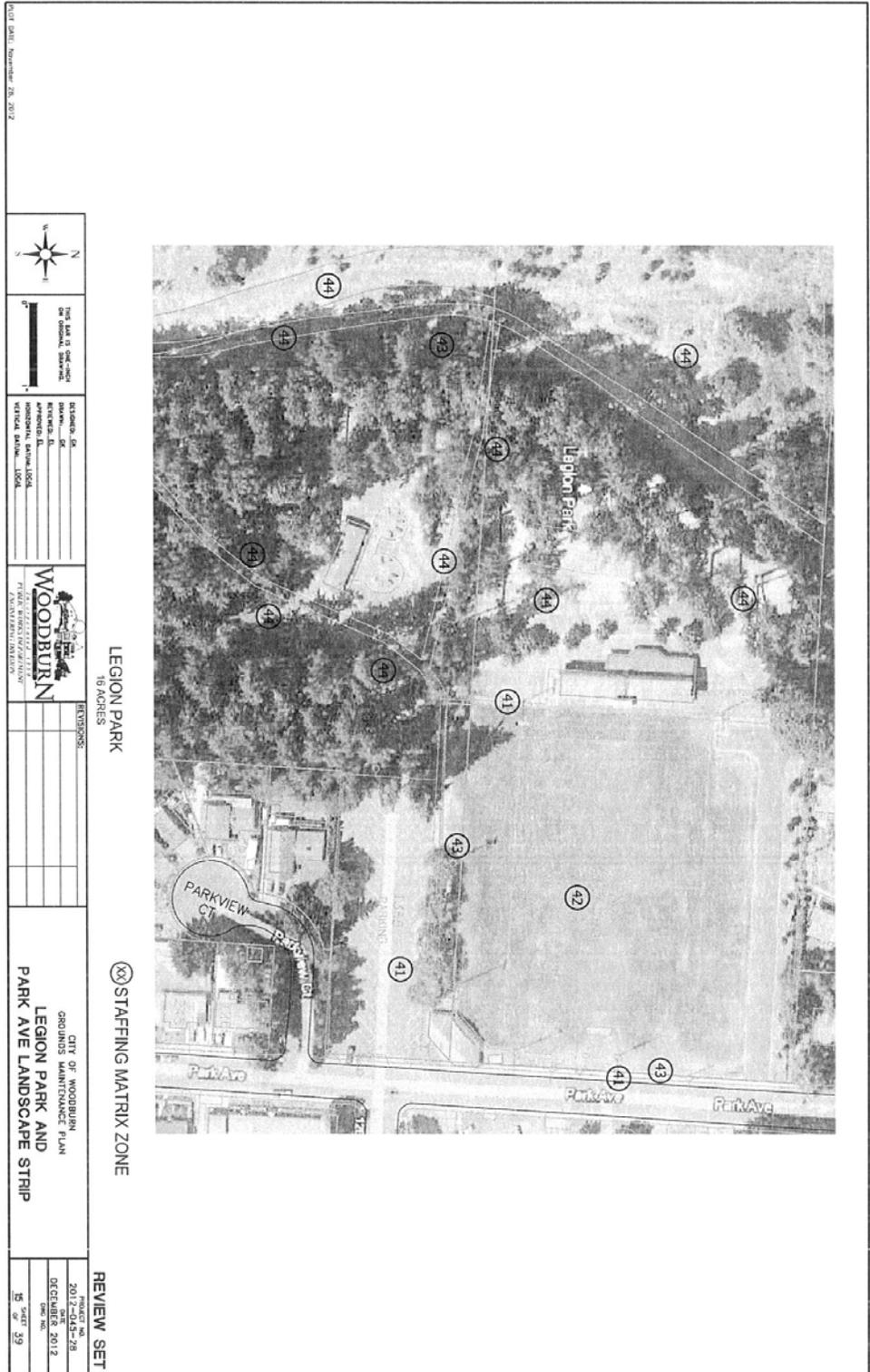
HERITAGE PARK
 34 ACRES
 14,748 SQ FT.

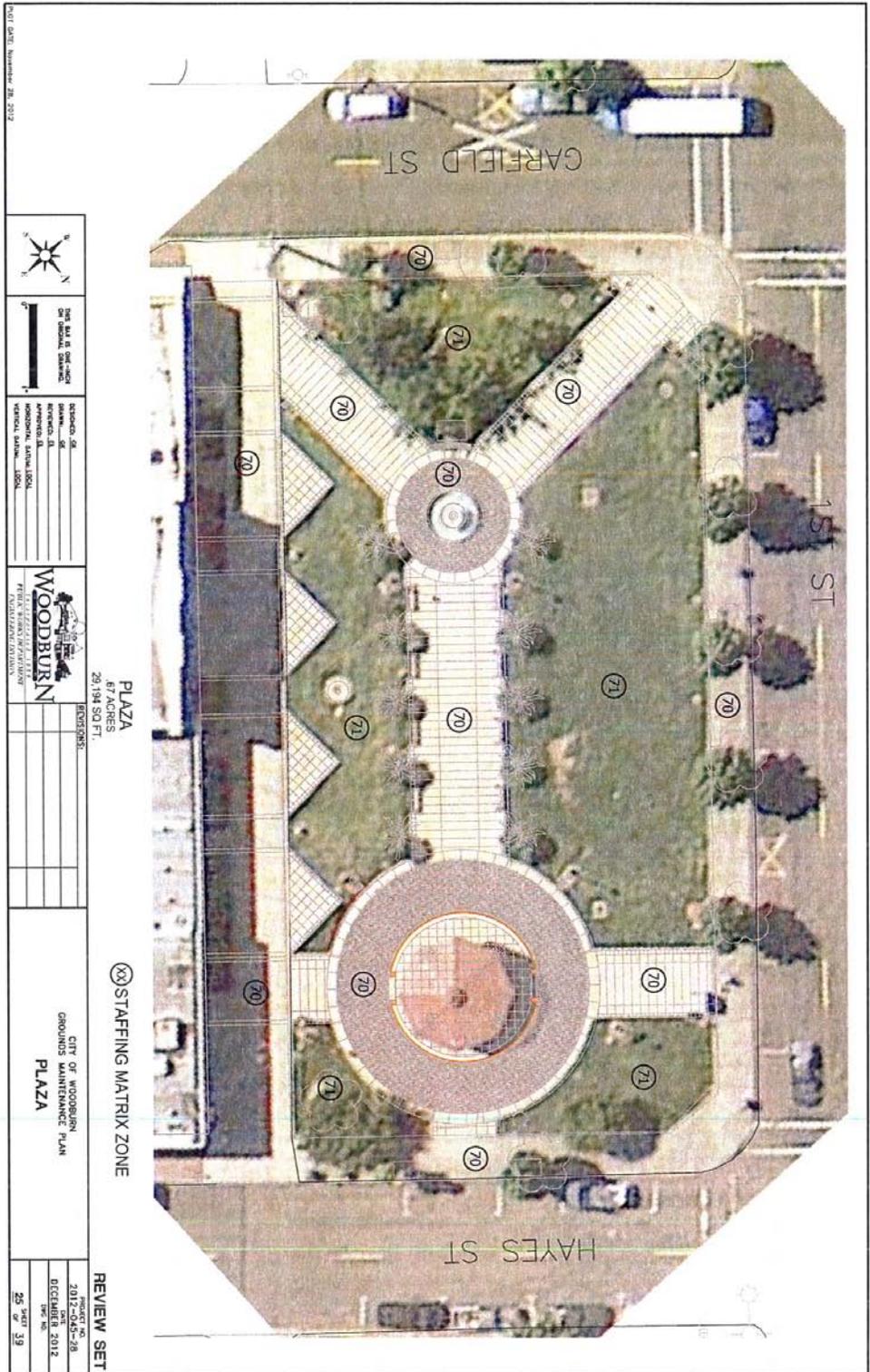
STAFFING MATRIX ZONE

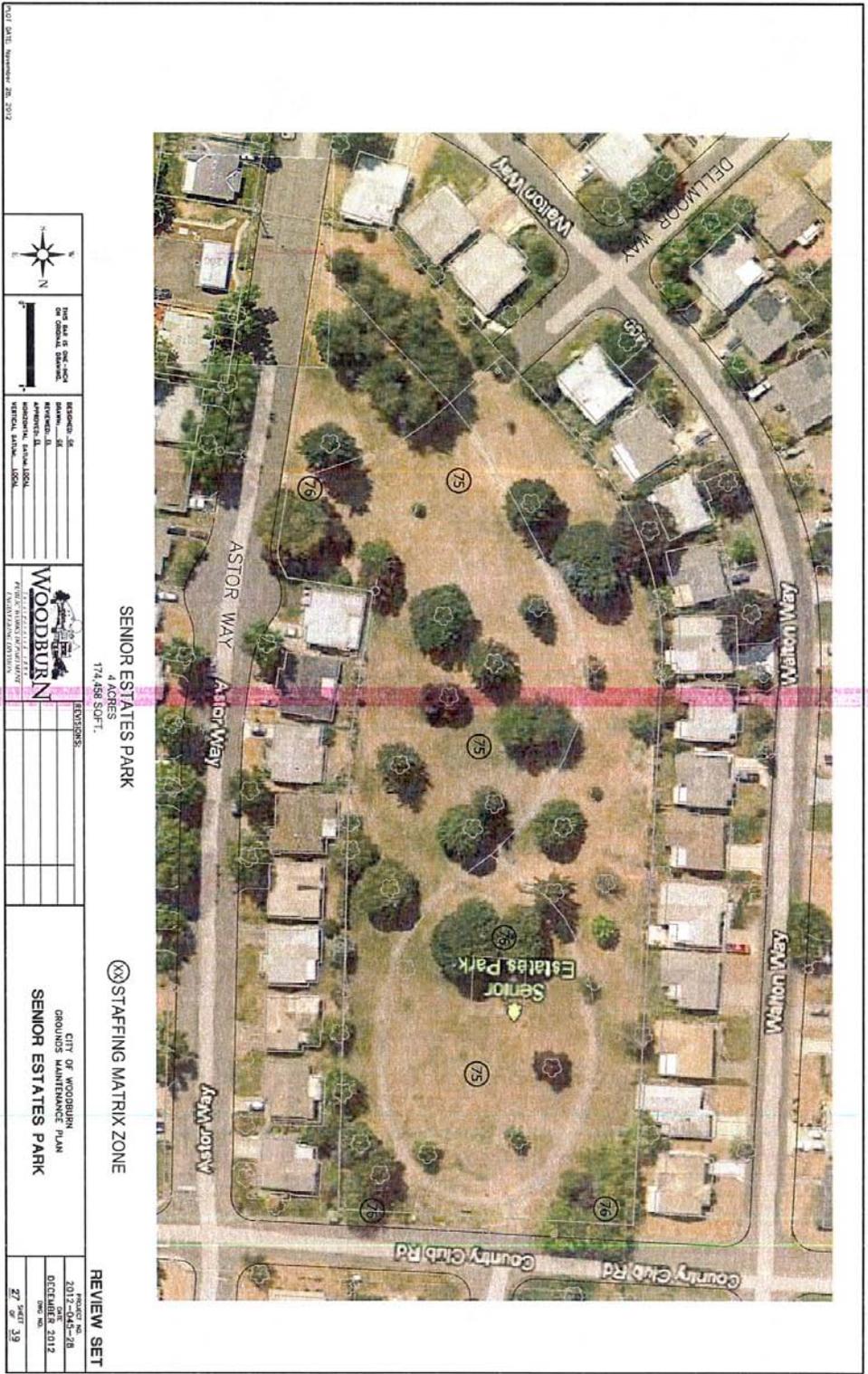
CITY OF WOODBURN
 GROUNDS MAINTENANCE PLAN
 HERITAGE PARK

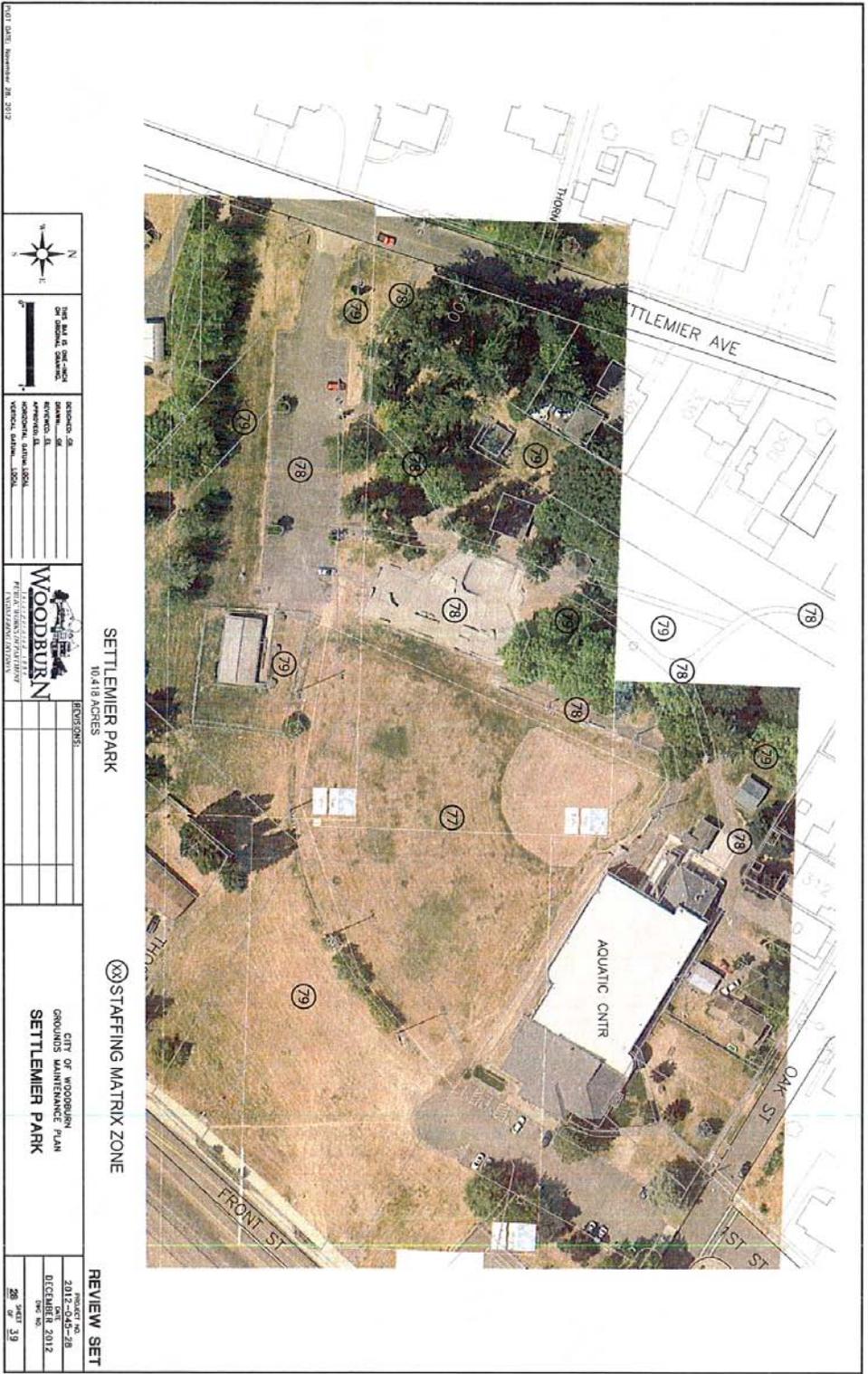
REVIEW SET
 PROJECT NO. 2012-04-5-78
 SHEET NO. 19
 OF 39

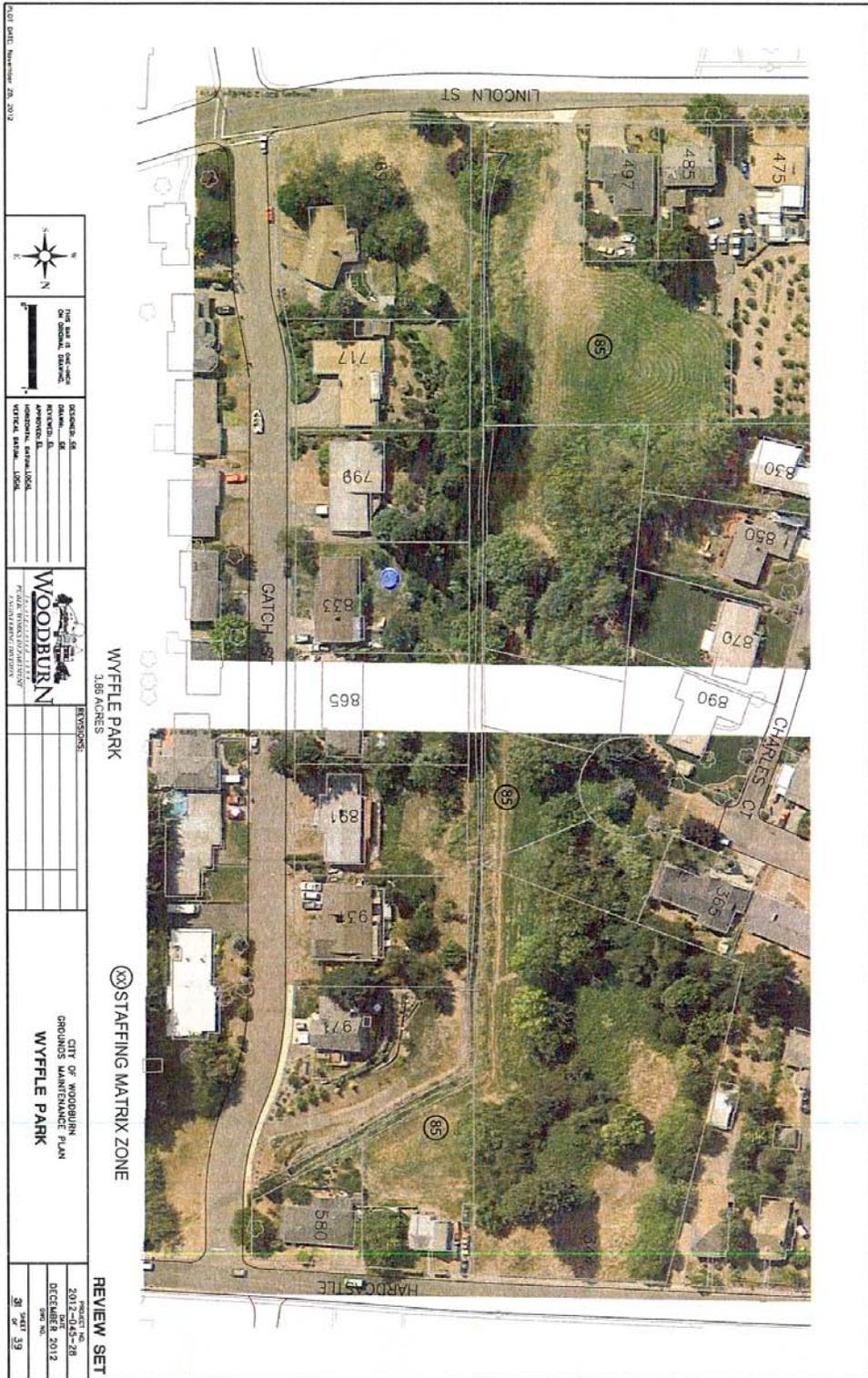












ATTACHMENT "C"

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer/Proposer IS IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

ATTACHMENT "D"

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer/proposer, the bidder/proposer/proposer hereby certifies to the City of Woodburn that this bidder/proposer/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____