CITY OF NEWBERG

11 October 2012

Request for Proposals
Landscape Maintenance
## Table of Content

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART 0- INSTRUCTIONS TO THE BIDDERS</td>
<td>2</td>
</tr>
<tr>
<td>INVITATION TO BID</td>
<td>2</td>
</tr>
<tr>
<td>THE DATE OF SOLICITATION:</td>
<td>2</td>
</tr>
<tr>
<td>THE PROJECT:</td>
<td>2</td>
</tr>
<tr>
<td>THE OWNER:</td>
<td>2</td>
</tr>
<tr>
<td>PROPOSAL CONTACTS</td>
<td>2</td>
</tr>
<tr>
<td>SUBMISSION OF PROPOSALS:</td>
<td>3</td>
</tr>
<tr>
<td>CONTRACTOR INFORMATION</td>
<td>3</td>
</tr>
<tr>
<td>PROJECT TOURS</td>
<td>3</td>
</tr>
<tr>
<td>PART 1- GENERAL CONDITIONS</td>
<td>4</td>
</tr>
<tr>
<td>SCOPE OF WORK</td>
<td>4</td>
</tr>
<tr>
<td>DURATION OF AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>QUALITY CONTROL</td>
<td>4</td>
</tr>
<tr>
<td>QUALIFICATIONS OF WORKERS</td>
<td>5</td>
</tr>
<tr>
<td>INSURANCE</td>
<td>5</td>
</tr>
<tr>
<td>PAYMENTS</td>
<td>6</td>
</tr>
<tr>
<td>CODES AND STANDARDS</td>
<td>6</td>
</tr>
<tr>
<td>TAXES</td>
<td>6</td>
</tr>
<tr>
<td>PROJECT CONDITIONS</td>
<td>7</td>
</tr>
<tr>
<td>SEQUENCING AND SCHEDULING</td>
<td>7</td>
</tr>
<tr>
<td>PART 2- LANDSCAPE SERVICES</td>
<td>8</td>
</tr>
<tr>
<td>TURF MAINTENANCE</td>
<td>8</td>
</tr>
<tr>
<td>TREE AND SHRUB MAINTENANCE</td>
<td>9</td>
</tr>
<tr>
<td>GROUND COVER &amp; BEDS</td>
<td>9</td>
</tr>
<tr>
<td>IRRIGATION SERVICES</td>
<td>10</td>
</tr>
<tr>
<td>EXTERIOR COLOR MAINTENANCE</td>
<td>11</td>
</tr>
<tr>
<td>OTHER SERVICES</td>
<td>11</td>
</tr>
<tr>
<td>PART 3- MISCELLANEOUS PROVISIONS</td>
<td>12</td>
</tr>
<tr>
<td>OWNER RESPONSIBILITIES AND RIGHTS</td>
<td>12</td>
</tr>
<tr>
<td>MISCELLANEOUS CONTRACT PROVISIONS</td>
<td>12</td>
</tr>
<tr>
<td>ARBITRATION</td>
<td>12</td>
</tr>
<tr>
<td>TERMINATION OF AGREEMENT</td>
<td>13</td>
</tr>
<tr>
<td>CONFLICT OF LAWS, ASSIGNMENT &amp; INTEGRATION CLAUSES</td>
<td>13</td>
</tr>
<tr>
<td>PART 4- BID FORMS</td>
<td>14</td>
</tr>
<tr>
<td>BID FORM PRICE AUTHORIZATION</td>
<td>15</td>
</tr>
<tr>
<td>SUMMARY OF EXPERIENCE</td>
<td>17</td>
</tr>
<tr>
<td>SUMMARY OF EXPERIENCE</td>
<td>17</td>
</tr>
<tr>
<td>QUALITY ASSURANCE PROCEDURES</td>
<td>19</td>
</tr>
<tr>
<td>LABOR, ESTIMATES:</td>
<td>21</td>
</tr>
</tbody>
</table>
PART 0 - INSTRUCTIONS TO THE BIDDERS

INVITATION TO BID
The City of Newberg invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a landscape maintenance agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:
October 11, 2012

THE PROJECT:
- Project Name: Landscape Maintenance
- Project Address: See Attachment “A” - Locations

THE OWNER:
- Name: City of Newberg
- Address: 414 E 1st Street
  Newberg, Oregon 97132
- Contact: Russ Thomas, Supt Public Works Maintenance
- Contact Phone: (503)537-1233
- Contact Fax: (503)-554-9411
- Contact E-Mail: russ.thomas@newbergoregon.gov

PROPOSAL CONTACTS
Any questions concerning this RFP and all correspondence must be submitted in writing via fax or e-mail to the following contact:
- Name: Russ Thomas, Supt Public Works Maintenance
- Address: 500 W 3rd Street
  Newberg, Oregon 97132
- Contact Phone: (503)537-1233
- Contact Fax: (503)-554-9411
- Contact E-Mail: russ.thomas@newbergoregon.gov
Questions may not be submitted by telephone. All questions must include: Contractor’s name, e-mail and address; Reference to the specific section of the RFP in question; Contact name, telephone number fax number and email address.

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions will be received at least 48 hours prior to bid date and time. Questions submitted after that time will not be addressed.

SUBMISSION OF PROPOSALS:
In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. All proposals must be received by 4:00 PM on Friday November 2, 2012. Bids will be received at: Newberg Public Works Maintenance, 500 W 3rd Street, Newberg, Oregon 97132, prior to the time and date indicated above. The bids will be sealed. The bid opening will be held at 4:00 PM on Friday, November 2, 2012 at Newberg Public Works Maintenance, 500 W 3rd Street, Newberg, Oregon 97132 and will be Public.

All proposals must remain in effect for at least 60 days from submittal. The City of Newberg has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any firm.

CONTRACTOR INFORMATION
The City of Newberg requests additional contractor information, including a list of current and past clients where similar grounds keeping duties had or are currently being performed. Contractor may submit other information in support of proposals. Additionally, The City of Newberg may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

PROJECT TOURS
Before submitting a bid, each bidder will have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

A project tour has been established for the date of Wednesday, October 24, 2012 beginning at 10:00 A.M. The tour will meet at the Water Wise Garden at the NE Corner of E Hancock Street and N. Blaine Street. All bidders are invited to tour the properties at that time. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tours. All bidders are invited to tour the property locations listed in Attachment A on their own.
Part 1 - General Conditions

Scope of Work
The Landscape Maintenance Contractor (hereinafter called the “Contractor”) will recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including section zero, “General Information Pertinent to Proposal Preparation”)

Each bidder will be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Landscape Contractor will furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials will include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.

The intent is to maintain a Class A appearance of the City of Newberg’s landscape areas as determined by the City of Newberg (hereinafter called the “Owner”). The Contractor will maintain such appearance. Any discrepancies in the understanding of this clause will be resolved in a manner as determined by Owner.

Duration of Agreement
The initial term of the agreement will be for a period of one (1) year. The City of Newberg retains the right to extend the agreement pursuant to the Miscellaneous Provisions.

Quality Control
Work covered will be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the City of Newberg, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work will not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor will remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor’s own employees.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
GENERAL CONDITIONS

2. Maintains a permanent place of business, with a minimum of five (5) years in business.

3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.

4. Will provide a sworn financial statement upon request, which evidences the Bidder, has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.

5. Has a documented safety program with a history of satisfactory past performance.

6. The Landscape Maintenance Contractor for work under this section will have a landscape contracting business license issued by the State of Oregon.

7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:

a. Completed past contracts in accordance with the Contract Documents.
b. Diligently pursued execution of the work and completed past contracts according to established schedules.

QUALIFICATIONS OF WORKERS

Bidding firm will have in its employ, a minimum of one (1) person holding a current Landscape Construction Professional license as issued by the State of Oregon. Bidding firm will have in its employ, a minimum of one (1) person holding a current Public Right of Way Pesticide Applicators license as issued by the State of Oregon.

INSURANCE

Throughout the term of this Agreement, the Contractor will maintain at his sole expense effective insurance covering his activities at the project premises. Said insurance will be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor will furnish the Owner with documentation of this insurance coverage. Such insurance will be in the amounts stated below. Should the Owner require insurance in excess of these amounts, the Owner will reimburse the Contractor to the actual cost of obtaining the required excess insurance.

1. Worker’s Compensation Insurance:

a. As required by State of locale of the Project for all of the Contractor’s employees engaged in Work associated with the Project.
b. The Contractor will maintain Employer’s Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease policy limit, $100,000 disease each employee.

2. General Liability Insurance:

The Contractor will maintain during the life of this Contract, and until one year after completion of this Contract Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage will be $1,000,000 per occurrence, $1,000,000 general aggregate...
per project, combined single limit for bodily injury, personal injury and property damage. Such coverage will be of the “occurrence” type form. Such General Liability coverage will include employees of the Contractor as insured’s.

3. Auto Liability Insurance:

Contractor will procure and will maintain during the life of the Contract, Commercial Automobile Liability Insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage will be $1,000,000 per occurrence combined single limit for Bodily Injury and property damage.

4. Scope of Insurance and Special Hazards:

The insurance required will provide adequate protection for the Contractor against damage claims that may arise from operations under this Contract, whether such operation is by the insured and also against any of the special hazards that may be encountered in the performance of this Contract.

Each of the policies described above will include the Owner as an Additional Insured as respects the activities carried out under this Contract.

Proof of Insurance: Contractor will provide a certificate of insurance from a company licensed to do business in the State of the Project locale indicating coverage is in place at the limits set forth in this Article. The insurer will give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate will be provided before commencement of the Contract.

PAYMENTS

Contractor will submit an Application Payment/Invoice, to the Owner, for services on a monthly basis. The Owner will render the Contractor regularly scheduled payments in remuneration for the Contractor’s Maintenance Services in amounts as specified. Said payments will be made in advance of each scheduled period, net (30) days from the Contractor’s invoice date. Unpaid invoices over 30 days will incur a service and finance charge of 1.5% per month. Failure to pay any billing due will entitle the Contractor, at their option, to withdraw their services with seven (7) days notice.

The Owner will give prompt reply to all questions or requests of the Contractor pertaining to the Project; and will promptly approve or reject all Contractor submittals. The Owner will perform the final inspection(s) within five days of the date of notification by the Contractor of substantial completion of the Work.

CODES AND STANDARDS

Perform all work in compliance with applicable requirements of governing authorities having jurisdiction. Contractor will comply with all Federal and State Department of Agriculture regulations for pest control which, in general, require that Contractors operating in infested areas thoroughly clean all equipment units before moving them to non-infested areas.

TAXES

The Bidder will include in the bid, all Sales, Consumer, Use and other similar taxes required by law.
GENERAL CONDITIONS

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete his work, the Owner must cooperate by providing him with access to the work areas and any staging, offloading or preparation areas that are required.

The Contractor will be familiar with the Project premises and how the existing conditions will affect his work during maintenance services. The Contractor will visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Owner will provide full information regarding all requirements for the Project, not specifically contained herein, and will establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor will coordinate with the Owner to arrange a schedule of services and will continue coordination at intervals set forth by the Owner.

The Owner will diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas. The Owner will facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s). Further, the Owner will assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.
PART 2 - LANDSCAPE SERVICES

Services will consist of a complete, regularly scheduled program (and as agreed upon with Owner) for maintaining the health and appearance of the Project's landscape and plantings. These services will be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement.

TURF MAINTENANCE

Turf Mowing
Lawns will be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Turf Edging
Edging and trimming along curbs, walks, bed edges and tree wells will be done to keep a neat appearance. All hard edges will be mechanically edged once per month during the growing season. Mow strips will be treated with a non-selective herbicide as needed.

Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.

Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

Turf Fertilization & Weed Control
Well-balanced fertilizer will be used to maintain a healthy green color and will be applied based upon Contractor's knowledge and needs of the area.

All lawn areas will be treated with crabgrass prevention and broadleaf weed control products as necessary.
Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

TREE AND SHRUB MAINTENANCE

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic will be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

Shrubs will be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth will be kept from encroaching on signs, walkways, driveways, and ventilation units.

All formal hedges will be sheared to maintain desired shape and height.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants will be removed whenever possible.

All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

Contractor will monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment will be submitted to the Owner. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. Owner will be informed before any drastic cutbacks are performed.

All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2” tall are to be removed by hand and disposed of. Weeds less than 2” tall are to be treated with legally approved post-emergence herbicides.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the customer.

GROUND COVER & BEDS

Open ground between plants will be kept weed-free using mechanical or chemical methods.
LANDSCAPE SERVICES

All plant material will be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.

Groundcovers will be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.

Litter and debris will be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces will be raked smooth and cultivated regularly.

Vines will be trimmed neatly against supporting structures and kept within bounds.

Groundcovers will be kept trimmed within curbs and along walkways. They will not be allowed to grow into or through shrubs or other plantings.

Sign faces and windows will be kept clear of encroaching growth.

IRRIGATION SERVICES

Contractor will provide expertise and all labor to water all areas as required. Contractor will inspect, test and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to insure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers will be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor’s own labor, will be repaired by Contractor at Contractor's expense, within 48 hours.

The system will be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, will be given in writing to the Owner. The cost of this evaluation will be included in the Scope of Work, but any necessary repairs will be at the Owners’ expense, if approved.

The Contractor will present repairs and maintenance requirements to the Owner immediately. The Owner agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid. Contractor will at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24 hour basis, seven days a week.

Contract also includes a system start-up and winterization.
EXTERIOR COLOR MAINTENANCE

Spent or dead blooms, including stems, declining foliage and plant debris will be removed to encourage continued blooming and maintain a neat appearance.

Plants will be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

Plants will be monitored for the presence of insects or diseases and will be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results will be implemented.

Plants will be watered as required to promote optimum growth. Contractor will make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor will notify Owner.

Soil will be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces will be left smooth to maintain a neat appearance.

Litter will be removed as color is generally in a focal area. Color beds and containers will not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement will be submitted and approved by the Owner prior to replacement installation. The Owner agrees to be financially responsible to replace plant materials on a timely basis.

OTHER SERVICES

Spring Clean-Up will be performed as follows and should be included in the pricing. Spring clean up will include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

Fall Clean-Up will be performed as follows and should be included in the pricing. Fall clean up will be in late fall after all leaves have fallen from the trees in the area. Work will include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc…).

The Contractor will establish and maintain an effective communication system with the Owner.
PART 3 - MISCELLANEOUS PROVISIONS

OWNER RESPONSIBILITIES AND RIGHTS

The Owner will facilitate the Contractor's Services Program by providing access to the Project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular scheduled landscape services and any special services.

The Owner retains the right to continue Landscape Maintenance Services Phase for an additional two (2) years. The fee for each additional year of service will be the initial base service fee, plus an increase, by minimum amount, to be determined by reference to the Consumer Price Index for Urban Wage Earners and Clerical Workers in the Portland Oregon Metropolitan Area, published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is no longer maintained, such other Index or Standard, as will most nearly accomplish the purpose of the Consumer Price Index will be used in determining the adjustment.

MISCELLANEOUS CONTRACT PROVISIONS

ARBITRATION

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this agreement, between the parties to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, will include, by consolidation, joiner or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons will not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto will be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration will be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand will be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event will the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
MISCELLANEOUS PROVISIONS

The award rendered by the arbitrators will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

TERMINATION OF AGREEMENT

During the Landscape services period, (30) days notice will be required for termination of this agreement.

In the event of termination not the fault of the Contractor, the Contractor will be compensated for all products and services supplied to the termination date, together with all Termination Expenses as defined below.

Termination Expenses include expenses directly attributable to termination for which the Contractor is not otherwise compensated.

Termination of the agreement does not prevent the City of Newberg from pursuing any claims against the Contractor through arbitration or other means available, including withholding payment of expenses or compensation.

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement will be governed by the law of the State of Oregon.

Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the Contractor will assign, sublet or transfer any interest in this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor.
Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Telephone

Date

MONTHLY LANDSCAPE SERVICES BID:

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Landscape Maintenance Services for a period of one (1) year for the landscaping and color bed work for the above stated project, for an annual fee of (inclusive of all state and local sales tax):

$___________ per Year.
BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Landscape Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

_____________________________________
Project Name

_____________________________________
Name of Contractor

_____________________________________
Authorized Signature

_____________________________________
Name & Title of Signatory

________________
Type of Organization:  Corporation, Partnership, Proprietorship

SEAL:
(If corporation)
BIDDER QUALIFICATIONS:
In order to qualify for the landscape work on this Project, bidders must submit all information requested in the following pages.

INSURANCE REQUIREMENTS
Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company’s ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

1. Workers Compensation
   Coverage A: Statutory
   Coverage B: $500,000 Bodily Injury by Accident for Each Accident
               $500,000 Bodily Injury by Disease for Policy Limit
               $500,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.
   $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance
   $2,000,000 General Aggregate
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal and Advertising Injury Limit
   $1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence
   $50,000 Fire Legal Limit
   $5,000 Medical Payment

4. Umbrella/Access Liability Insurance
   $2,000,000 Each Occurrence
SUMMARY OF EXPERIENCE

Company Name: ___________________________
Main Office Location: _______________________
Contact Name: ___________________________
Phone #: ___________________________
FAX# ___________________________
Email ___________________________

Year Company founded _______________________
Years in Landscape Maintenance: _______________________
Last calendar year landscape maintenance volume: ________________

☐ Yes  ☐ No Have you ever operated a landscaping business under another name? If so list previous name:

☐ Yes  ☐ No Have you ever defaulted on a project? If so please explain:

☐ Yes  ☐ No Do you have (1) person holding a current Landscape Contracting business as issued by the State of Oregon.
   If yes, please list them and attach a copy of their current license and label as Exhibit 1:
   ___________________________________ Expiration Date ______

☐ Yes  ☐ No Do you have one (1) person holding a current Landscape Construction Professional license as issued by the State of Oregon.
   If yes, please list them and attach a copy of their current certificate and label as Exhibit 2:
   ___________________________________ Expiration Date ______

☐ Yes  ☐ No Do you have on staff one (1) person holding a current Public Right of Way Pesticide Applicators license as issued by in the State of Oregon.
   If yes, please list those who will be assigned to maintain the project and attach and label their current certificates as Exhibit 3:
   ___________________________________ License # ____________
   ___________________________________ License # ____________
BID FORMS

List industry association memberships:

List other services you provide:

List industry awards:
QUALITY ASSURANCE PROCEDURES

Services:
Submit one copy of the service reporting form used to communicate actions taken. Attach and label as Exhibit 5.

Do service technicians carry pagers or cell phones?

Quality Assurance:
For this project we will schedule quality assurance visits __________ times per year. Attach copy of the Quality Assurance Report and label as Exhibit 6.

Describe your quality control procedures:

Describe any other services scheduled:

Describe your method for handling customer complaints/problems:
REFERENCES
Complete and submit the following for projects of similar complexity as the project specified. You may include photographs of each project and label appropriately. (duplicate the form as required)

Name of Project:
Address of Project:
Management Company:
Contact Person:
Telephone Number:
Email:
Monthly Contract Amount: ☐ less than $500 ☐ $501 - $1,000 ☐ $1,001-$2,000 ☐ $2,000
Years Serviced: ☐ less than 1 year ☐ 1-3 years ☐ 3-5 years ☐ 5-10 years ☐ over 10 years

Description of Work:

Other Remarks:
LABOR, ESTIMATES:

Detail your labor estimates, based on the specified number of occurrences per year, for the following services (these estimates are required for the City to properly evaluate the Contractors Bid Proposal)

<table>
<thead>
<tr>
<th>Work Description (item, unit measure)</th>
<th>Estimated Labor Per Occurrence</th>
<th>Occurrences Per Year</th>
<th>Total Annual Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Spring Cleanup, (hrs. of labor per occurrence)</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2. Mowing &amp; Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)</td>
<td></td>
<td>26 minimum</td>
<td></td>
</tr>
<tr>
<td>3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Flower beds’ chemical &amp; manual weeding &amp; deadheading (hrs. of labor per occurrence, based on a May 15th installation date)</td>
<td></td>
<td>22 minimum</td>
<td></td>
</tr>
<tr>
<td>5. Fertilizing flower beds &amp; containerized flowers (hrs. of labor per occurrence)</td>
<td></td>
<td>3 minimum</td>
<td></td>
</tr>
<tr>
<td>6. Landscape planting bed &amp; tree base weed removal by chemical &amp; manual means (hrs. of labor per occurrence)</td>
<td></td>
<td>4 minimum</td>
<td></td>
</tr>
<tr>
<td>7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)</td>
<td></td>
<td>3 minimum</td>
<td></td>
</tr>
<tr>
<td>8. Applications of fertilizer and weed preventers to all turf areas (hrs. of labor per occurrence)</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>9. Shrub shaping (hrs. of labor per occurrence).</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>10. Shrub Fertilization (hrs. of labor per occurrence)</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>11. Irrigation System Spring Start Up</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>12. Irrigation System Winterizing</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>13. Irrigation System Monitoring (hrs. of labor per occurrence)</td>
<td></td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>Total (total hours in first column &amp; total annual fee)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>