



f

# REQUEST FOR PROPOSALS

## Street Sweeping Services

DECEMBER 3, 2025

**Address Proposals to:**

City of Wilsonville

Attn: Martin Montalvo

[montalvo@wilsonvilleoregon.gov](mailto:montalvo@wilsonvilleoregon.gov)

**Proposals Due: Wednesday, January 7, 2026, at 2:00 PM, Pacific Time**

Electronic proposals must be in PDF form, received by the project manager via email by the required date and time. The "Subject" line of the electronic submittals must state: "Request for Proposals – Street Sweeping Services," and be sent to the attention of Martin Montalvo, Operations Manager ([montalvo@wilsonvilleoregon.gov](mailto:montalvo@wilsonvilleoregon.gov)). The body of the email must include the name, physical address, email address and phone number of the Proposer. It is incumbent on the Proposer to confirm that the electronic submittal has been received prior to the deadline date and time. Mailed or faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.

- This Page Intentionally Left Blank -

# Table of Contents

## Request for Proposals

|       |   |    |
|-------|---|----|
| I.    | Scope of Work .....   | 3  |
|       | Task 1: Basic Services .....  | 3  |
|       | Task 2: Additional Services.....  | 4  |
| II.   | Term of Service .....   | 4  |
| III.  | Minimum Qualifications .....  | 4  |
| IV.   | Proposal Requirements .....   | 4  |
|       | Proposal Format.....  | 5  |
|       | Introductory Letter .....   | 5  |
|       | Equipment and Operators (20%) .....                                       | 5  |
|       | Proposer's Service Experience (20%).....                                  | 6  |
|       | Proposer's Company Information (10%) .....                                | 6  |
|       | Public Works Experience (15%) .....                                       | 6  |
|       | Bid Proposal (35%) .....  | 6  |
| V.    | Proposal Submission .....   | 7  |
| VI.   | Proposal Evaluation and Selection .....                                   | 7  |
|       | Written Evaluation .....  | 7  |
|       | Successful Proposer Determination.....                                    | 8  |
| VII.  | Schedule .....  | 9  |
| VIII. | Pre-Proposal Meeting .....  | 9  |
| IX.   | RFP Documents .....   | 9  |
| X.    | Project Manager .....   | 10 |
| XI.   | RFP Questions .....   | 10 |
| XII.  | General RFP Information.....  | 10 |
|       | Changes to the RFP Solicitation by Addenda.....                           | 10 |
|       | Confidentiality.....  | 11 |
|       | Cancellation .....  | 11 |
|       | Late Proposals .....  | 11 |
|       | Disputes .....  | 12 |
|       | Proposer Certifications .....   | 12 |
|       | Nondiscrimination.....  | 13 |
|       | Competition .....   | 13 |
|       | RFP Protests and Change Requests .....                                    | 13 |
|       | Award Protest .....   | 13 |
|       | Proposal Liability .....  | 14 |
|       | City Requests for Clarification, Additional Research, and Revisions ..... | 14 |
|       | Rejection of Proposals .....  | 15 |

|   |    |
|---|----|
| Modification or Withdrawal of Proposal by Proposer..... | 15 |
| Duration of Proposal.....                               | 15 |
| Local and Federal Requirements .....                    | 15 |

## Attachment A

|                                   |     |
|-----------------------------------|-----|
| Goods and Services Contract ..... | A-1 |
|-----------------------------------|-----|

## Attachment B

|                                       |      |
|---------------------------------------|------|
| Proposal Response Form.....           | B-1  |
| Proposal Response Form.....           | B-3  |
| General Information .....             | B-3  |
| Service Experience .....              | B-6  |
| Company Information .....             | B-9  |
| Public Works Contract Experience..... | B-10 |
| Bid Proposal .....                    | B-12 |
| Contract Modification.....            | B-13 |
| Authorized Employee.....              | B-13 |
| Affidavit.....                        | B-14 |

## Attachment C

|   |      |
|---|------|
| Scope of Work and Specifications.....               | C-15 |
| I    Scope of Work .....                            | C-17 |
| Task 1: Base Services.....                          | C-17 |
| Task 2: Additional Services.....                    | C-17 |
| II    General and Special Conditions .....          | C-18 |
| General Requirements .....                          | C-18 |
| Service Requirements .....                          | C-20 |
| Hazardous Substances .....                          | C-24 |
| Disposal .....                                      | C-24 |
| III    Additional Services Request Order Form ..... | C-27 |

## Attachment D

|                               |      |
|-------------------------------|------|
| Street Sweeping Mapbook ..... | D-29 |
|-------------------------------|------|



# Request for Proposals

The City of Wilsonville, Oregon (the “City”) is requesting Proposals from street sweeping contractors (“Proposer”) to furnish all labor, materials, equipment, and supervision for requested street sweeping services for the City of Wilsonville (“Project”). Proposers are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fee for this Project is expected to exceed \$100,000; therefore, Proposals will be evaluated in accordance with the qualifications-based selection procedures of OAR 137-047-0260. This Project does not involve federal funds. If federal funds are involved, special federal requirements are contained within the attached draft Professional Services Agreement and must be carefully reviewed and complied with.

## I. Scope of Work

### Task 1: Basic Services

The City of Wilsonville seeks an experienced and qualified street sweeping contractor to provide the following street sweeping services for the City of Wilsonville (collectively “Basic Services”):

1. Monthly sweeping of all City streets (179 lane miles). See Appendix D – Street Sweeping Mapbook for exact locations, lineal and square footage.
2. An additional monthly sweep of the Wilsonville Road, Boeckman Road, Town Center Loop and Canyon Creek bike lanes (an additional 17.69 miles per month).
3. Quarterly sweeping of nine City parking lots (approximately 527,565 square feet).
4. Twice a year sweeping of Public Works and Fleet Maintenance yards (approximately 179,014 square feet).
5. Disposal of all materials collected. Wilsonville generates an average of 45 tons per month (540 tons annually) of street sweeping debris. Proposers shall identify their proposed disposal method and their anticipated unit cost for disposal of materials collected from street sweeping activities. If proposer intends to dispose of the materials at a permitted disposal facility, they should identify the facility and any proposed additional nominal fees for disposal (i.e. *Disposed of at XX facility at their current disposal cost plus YY% for handling /transportation*).

The contractor is responsible for all disposals of debris collected from sweeping services. Cost of disposal will be the pass-through cost of disposal at an approved location plus any fixed percentage handling fee.

For more detailed information on the scope of work, including general and special provisions and technical requirements, see Appendix B –Street Sweeping Services Scope of Work and General Conditions (hereinafter referred to as “Street Sweeping Services SOW” or “SOW”).

## Task 2: Additional Services

The contractor must also provide the following additional street sweeping services (collectively “Additional Services”):

1. Emergency Response (must be within 60 minutes of request from the City)
  - Storm clean-up, including sand clean-up after snow and ice event and windstorm events
  - Call out response which includes accidents and/or spills
2. Response to specific requests received from and approved by the City
3. Street sweeping prior to community events
4. Special sweeps requested through the Additional Services Request Order. The Additional Services Request Order is attached within Appendix C.

## II. Term of Service

The Contract awarded will be a three (3) year Street Sweeping Services Contract to provide street sweeping for the period of January 1, 2026, through and including December 31, 2029. The Contract will also contain an option for the City to extend the Contract for two (2) additional one (1) year contract extensions.

## III. Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of their Proposal.

1. Proposer shall demonstrate a minimum of five (5) years’ experience providing the types of services described within the Scope of Work.
2. Proposer shall not have a history of substandard workmanship, as verified via the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.
3. Proposer shall demonstrate adequate personnel and equipment to provide Basic Services and to promptly respond to and undertake Additional Services
4. Proposer’s project team shall include operators with valid Oregon Class B (or greater) Commercial Driver Licenses.

For more detailed information on the minimum qualifications for Proposer’s equipment and operators, see Section 6 -Proposal Response Form.

## IV. Proposal Requirements

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and

clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

### Proposal Format

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point.

Except for the Introductory Letter, the Proposals shall use the Proposal Response Form in Attachment B.

### Introductory Letter

The introductory letter should address the contractor's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the contractor in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

*"Proposer has received and examined, as part of the Proposal, Addenda No. \_\_\_ through \_\_\_. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."*

*"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."*

*"All materials and documents acquired or produced by the contractor in conjunction with the resulting contract shall be delivered to and become property of the City of Wilsonville, without restriction or limitation of future use."*

### Equipment and Operators (20%)

Proposals shall identify all the equipment that will be used to perform the services by identify the following:

1. Year of manufacture, brand name, make/model, capacity and vehicle identification number of all equipment.
2. Whether the vehicles are road legal.
3. Whether all vehicles can travel at 55 mph or more.

4. Whether equipment is Rule 1186 Certified.
5. Whether equipment is PM-10 Compliant.
6. Regenerative sweepers shall have no less than 17,800 lb. gross vehicle weight.
7. Certification that ALL equipment is equipped with GPS tracking equipment that shall track all work conducted under the contract terms. All invoice statements shall include electronic documentation of routes completed including the equipment used, locations swept, date and time.
8. Proposals shall list all personnel that will be performing the work including their name, years of experience, driver's license number, license class and any moving violations in the last 3 years.

#### Proposer's Service Experience (20%)

Proposals shall provide a brief work history of projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

Provide at least five (5) examples of projects completed by Proposer within the last five (5) years that best characterize Proposer's experience with the work being requested describing each by project name, type, location, date and contract amount. Preference will be given to examples with other public agencies.

#### Proposer's Company Information (10%)

Describe the Proposer's company including principal contact person, number of years in business, previous business names, licensing and the company's drug testing program.

#### Public Works Experience (15%)

Provide information about Proposer's company experience with any local, state or federal Public Works Contracts and associated qualification, judgements or claims.

#### Bid Proposal (35%)

Proposals shall identify the unit prices for annual scheduled sweeping of:

1. Monthly street sweeping — 12 sweeps of 179 lane miles.
2. Additional monthly bike lane sweep — 12 sweeps of 17.69 lane miles. The first round of bike lane sweeping is covered under the monthly street sweep. This additional monthly sweep is strictly for the designation bike lanes.
3. Quarterly parking lot sweeps — 9 sweeps of 527,565 square feet including detail work.
4. Twice a year (2x annually) sweeps of Fleet and Public Works Yards — 197,014 square feet including detail work.
5. Disposal of all materials collected. Wilsonville generates an average of 45 tons per month (540 tons annually) of street sweeping debris. Proposers shall identify their

proposed disposal method and their anticipated unit cost for disposal of materials collected from street sweeping activities. If proposer intends to dispose of the materials at a permitted disposal facility, they should identify the facility and any proposed additional nominal fees for disposal (i.e. Disposed of at XX facility at their current disposal cost plus YY% for handling /transportation).

## V. Proposal Submission

Proposers shall submit an electronic copy of their written Proposals in PDF format by email, with the subject line "Request for Proposals – Street Sweeping Services," with the name and address of the Proposer included in the body of the email. Proposals must be received **by 2:00 p.m., Pacific Time, on Wednesday, January 7, 2026.**

City of Wilsonville  
Attn: Martin Montalvo  
[montalvo@wilsonvilleoregon.gov](mailto:montalvo@wilsonvilleoregon.gov)

Proposals must arrive in the electronic inbox of the stated email address on or before the listed time and date due. Proposers are solely responsible for ensuring that emailed submissions are received on or before the above-stated deadline. Late Proposals will remain unopened and will not be reviewed. Faxed or mailed Proposals will not be accepted.

## VI. Proposal Evaluation and Selection

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFP process.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal.

### Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

## EVALUATION CRITERIA

| Criteria                        | Maximum Score |
|---------------------------------|---------------|
| Introductory Letter             | Required      |
| Equipment and Operators         | 20            |
| Service Experience              | 20            |
| Company Information             | 10            |
| Public Work Contract Experience | 15            |
| Bid Proposal                    | 35            |
| Total                           | 100 Points    |

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process. References will not be scored but will be considered and may be a deciding factor.

### Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post- interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to

reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council, for contracts over \$100,000. The Wilsonville City Council will then make the final contract award decision.

## VII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

|                                    |                            |
|------------------------------------|----------------------------|
| Advertise Request for Proposals    | December 3, 2025           |
| Non-mandatory Pre-Proposal Meeting | December 11, 2025          |
| RFP Change Request Deadline        | December 31, 2025          |
| RFP Question Submission Deadline   | December 31, 2025          |
| Addenda Issuance Deadline          | January 2, 2026            |
| Proposals Due                      | January 7, 2026, 2:00 p.m. |
| Evaluation of Proposals Complete   | January 12, 2026           |
| Notice of Intent to Award          | January 12, 2026           |
| Award Protest Deadline             | January 19, 2026           |
| City Council Award                 | February 2, 2026           |
| Notice of Award                    | February 3, 2026           |

## VIII. Pre-Proposal Meeting

A non-mandatory Pre-Proposal meeting for all Proposers will be held on Thursday December 11, 2025 at 2:00 PM. The pre-Proposal meeting will be held at:

City of Wilsonville  
Willamette River 1 Room  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

Contractors will be provided the opportunity to discuss with City project management staff the Project and services described in the RFP.

## IX. RFP Documents

Request for Proposal (RFP) documents can be downloaded at [www.questcdn.com](http://www.questcdn.com), Project #9970267, or from the City of Wilsonville's website RFP page at

<https://www.wilsonvilleoregon.gov/rfps>. For any assistance with free registration or downloading, contact QuestCDN customer service at (952) 233-1632.

## X. Project Manager

The City's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

|   |                                |
|---|--------------------------------|
| Martin Montalvo, Operations Manager         | 503-570-1560                   |
| Wilsonville Public Works Operations Manager | montalvo@wilsonvilleoregon.gov |

## XI. RFP Questions

Proposers shall direct all questions regarding RFP documents by email to:

City of Wilsonville  
Attn: Martin Montalvo  
montalvo@wilsonvilleoregon.gov

All questions shall include "Street Sweeping Services – RFP Questions" in the subject line and be received by **5:00 p.m., Pacific Time, on Friday, December 31, 2025**. Questions and answers will be provided by email to all firms on the RFP holders list.

Access to the City's Project Manager for telephone calls, emails, or other communication will be unrestricted during the RFP preparation period up until **5:00 p.m., Pacific Time, on Friday, December 31, 2025**. During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after **5:00 p.m., Pacific Time, on Friday, December 31, 2025**, will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official other than the Project Manager concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

## XII. General RFP Information

### Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued electronically via [www.questcdn.com](http://www.questcdn.com) and <https://www.wilsonvilleoregon.gov/rfps>.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **Friday, January 2, 2026**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.



Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

### Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

*“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”*

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer’s sole expense, if the Proposer wishes to deny or withhold the information.

### Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

### Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City’s internal distribution systems, do not excuse the Proposer’s responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

## Disputes

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

## Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

Proposer shall also certify Proposer's state of residence.

### Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.***

### Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

### RFP Protests and Change Requests

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written email request to:

City of Wilsonville  
Attn: Martin Montalvo  
montalvo@wilsonvilleoregon.gov

All change requests shall include "Street Sweeping Services – Change Request" in the subject line and be received by **5:00 p.m., Pacific Time, on Wednesday, December 31, 2025**. Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

All protests shall include "Street Sweeping Services – RFP Protest" in the subject line and received by **5:00 p.m., Pacific Time, on Wednesday, December 31, 2025**. Each protest must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the protest.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

### Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-047-0740. The protest must be in writing and submitted to:

City of Wilsonville  
Attn: Martin Montalvo  
[montalvo@wilsonvilleoregon.gov](mailto:montalvo@wilsonvilleoregon.gov)

Award protests shall include “Street Sweeping Services – Award Protest” in the subject line. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City’s written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City’s decision regarding the protest is final and concludes the administrative appeals process.

#### Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City’s selection decision.

#### City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

### Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

### Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

### Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

### Local and Federal Requirements

The City of Wilsonville intends to select a contractor in accordance with OAR 137-047-0260 and the City's municipal code. Selection of a contractor under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected contractor is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

# Attachment A

## Goods and Services Contract

- This Page Intentionally Left Blank -



## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Street Sweeping Services Project (“Project”) is made and entered into on \_\_\_\_\_ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and \_\_\_\_\_, a(n) \_\_\_\_\_ *[corporation/LLC]* (hereinafter referred to as “Contractor”).

### RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### **Section 1. Scope of Work**

Contractor will perform street sweeping services for the City of Wilsonville, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

#### **Section 2. Term**

2.1. The term of this Contract shall be from the Effective Date through and including December 31, 2029, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

2.2. The City has the option to renew this Contract for up to two (2) additional one (1) year periods by written amendment to this Contract.

#### **Section 3. Contract Sum/Project Scope**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not-to-exceed annual amount of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)**, based on Contractor’s unit pricing, for performance of the Work (“Contract Sum”). Any compensation in

excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor's unit pricing is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

3.2. Contractor's unit prices and Contract Sum are all-inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, tariffs, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

3.4. CPI Adjustment. Prior to each annual anniversary date of the Effective Date, the Parties may negotiate and execute, in writing, an escalation of the unit pricing set forth in **Exhibit B** using the most recently published twelve-month percent change of the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers West-Size Class A (CPI-U) for all items, not seasonally adjusted ("CPI Adjustment"), but which no CPI Adjustment in any one year may exceed five percent (5%).

#### **Section 4. City's Rights and Responsibilities**

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 13**.

#### **Section 5. City's Project Manager**

The City's Project Manager is Martin Montalvo. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

#### **Section 6. Contractor's Project Manager**

Contractor's Project Manager is \_\_\_\_\_. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is

not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

## **Section 7. Subcontractors and Assignments**

7.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Contract without the written consent of the City will be void.

7.2. The City has the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor must cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

## **Section 8. Contractor Is Independent Contractor**

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

## **Section 9. Contractor's Responsibilities**

9.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers' compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

9.2. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

9.3. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. 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 or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.4. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

9.5. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

9.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

9.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

9.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

9.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

9.7. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.8. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

9.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

9.11. Contractor shall be liable for any fine imposed against Contractor, the City, or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor, or any of its subcontractors or their subcontractors, or any suppliers.

## **Section 10. Indemnity**

10.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 10.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

10.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract or within the prescribed timeframe.

## Section 11. Insurance

11.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

11.1.1. Commercial General Liability Insurance. Contractor and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

11.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per accident shall not be less than **Two Million Dollars (\$2,000,000)**.

11.1.3. Pollution Liability Coverage. Contractor and any applicable subcontractors shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor and any applicable subcontractors will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA") clean-up requirements. The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Two Million Dollars (\$2,000,000)** general aggregate.

11.1.4. Workers' Compensation Insurance. Contractor, any subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon

workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

11.1.5. Insurance Carrier Rating. Coverages provided by Contractor and any subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 07 04 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

11.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage that fails to meet the terms of this Agreement, as provided above.

11.2. Primary Coverage. The coverage provided by the policies in **Sections 11.1.1 and 11.1.2** shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 12. Suspension**

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be

responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

### **Section 13. Early Termination; Default**

13.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; or

13.1.3. By Contractor, effective upon seven (7) days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

13.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

13.4. Termination under any provision of this **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

### **Section 14. Survival**

Termination under **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 8, 9.1, 9.11, 10, 13.2, 16, and 17** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 13**.



## Section 15. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

## Section 16. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Martin Montalvo, Public Works Operations Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section 17. Miscellaneous Provisions

17.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

17.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

17.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

17.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of the Contract.

17.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in

public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

17.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

17.7. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

17.8. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

17.9. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

17.10. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

17.11. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

17.12. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17.13. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

17.14. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

17.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

17.16. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

17.17. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

17.18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

17.19. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

\_\_\_\_\_

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

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

City of Wilsonville Legal Counsel

- This Page Intentionally Left Blank -

# Attachment B

## Proposal Response Form

- This Page Intentionally Left Blank -

# Proposal Response Form

## General Information

**Statement of:** \_\_\_\_\_  
(Company's Registered Name)

**Address to Which All Correspondence Should Be Mailed:**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone number: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Does this person have binding authority to enter into contracts? YES ☐ NO ☐

Date Application Prepared: \_\_\_\_\_

The undersigned, through the formal submittal of this Proposal, declares that he/she has examined all related Proposal documents and read the instruction and conditions, and hereby proposes to furnish **STREET SWEEPING SERVICES FOR THE CITY OF WILSONVILLE** specified, in accordance with the RFP, for the price set forth in the Proposal submittal attached hereto, and forming a part of this Proposal.

The Proposer, by his/her signature below, hereby represents as follows:

(a) That no Council Member, officer, agency, or employee of the City is personally interested, directly or indirectly, in the business of the Proposer or the compensation to be paid under any Contract awarded, and that no representation, statement or statements, oral or in writing, outside the notice of and RFP documents and attachments hereto, of the City, its Council Members, officers, agents, or employees had induced the Proposer to respond to this RFP or to complete the documents made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices that have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal Deadline, either directly or indirectly, to any other Proposer or competitor;

3. No attempt has been made, nor will any attempt be made, by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restraining trade.

- (c) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her Proposal.

The proposing company is:

☐ Resident Bidder, as defined in ORS 279A.120

☐ Non-Resident Bidder, Resident State \_\_\_\_\_

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

|               |                |
|---------------|----------------|
| _____<br>Name | _____<br>Title |
|---------------|----------------|

|               |                |
|---------------|----------------|
| _____<br>Name | _____<br>Title |
|---------------|----------------|

|               |                |
|---------------|----------------|
| _____<br>Name | _____<br>Title |
|---------------|----------------|

Proposing Entity

☐ Sole Proprietor      ☐ Partnership      ☐ LLC      ☐ Corporation ☐ Other

In witness hereto, the undersigned Proposing Entity, and through its duly authorized representative, set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Name of Proposing Entity (Print)

\_\_\_\_\_  
As Its Duly Authorized Representative (Sign)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title



## Equipment and Operators

1. List all the equipment that will be used to perform the work:

| Year | Brand Name | Make/Model | Capacity | Vehicle ID # | GVW |
|------|------------|------------|----------|--------------|-----|
|      |            |            |          |              |     |
|      |            |            |          |              |     |
|      |            |            |          |              |     |
|      |            |            |          |              |     |

2. Are all vehicles road legal? \_\_\_\_\_ If not, how do you propose to transport the vehicle to the project site? \_\_\_\_\_
3. Can all vehicles travel at 55 mph or more? \_\_\_\_\_ If not, how do you propose to transport the vehicle to the project site? \_\_\_\_\_
4. Is all equipment Rule 1186 Certified? \_\_\_\_\_
5. Is all equipment PM-10 Compliant? \_\_\_\_\_
6. List all personnel that are anticipated to be performing services:

| Name | Years of Experience | Driver License Number | License Class | List any moving violations in the last 3 years (date and type) |
|------|---------------------|-----------------------|---------------|--|
|      |                     |                       |               |  |
|      |                     |                       |               |  |
|      |                     |                       |               |  |
|      |                     |                       |               |  |

7. Is ALL equipment equipped with GPS tracking equipment that can track all work conducted under the contract terms? All invoice statements shall include electronic documentation of routes completed including the equipment used, locations swept, date and time. \_\_\_\_\_

## Service Experience

List five major comparable projects Proposer has undertaken in the last five years. Only list those that the City may contact for a reference. *(Most recent project first.)*

1. Name of Project: \_\_\_\_\_

Owner & Contact: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Project Description ( i.e., services provided):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Dates Started & Completed: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Indicate whether: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture

Remarks: \_\_\_\_\_

\_\_\_\_\_

2. Name of Project: \_\_\_\_\_

Owner & Contact: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Project Description ( i.e., services provided):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Dates Started & Completed: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Indicate whether: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture

Remarks: \_\_\_\_\_  
\_\_\_\_\_

3. Name of Project: \_\_\_\_\_

Owner & Contact: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Project Description ( i.e., services provided):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Dates Started & Completed: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Indicate whether: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture

Remarks: \_\_\_\_\_  
\_\_\_\_\_

4. Name of Project: \_\_\_\_\_

Owner & Contact: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Project Description ( i.e., services provided):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Dates Started & Completed: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Indicate whether: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture

Remarks: \_\_\_\_\_  
\_\_\_\_\_

5. Name of Project: \_\_\_\_\_

Owner & Contact: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Project Description ( i.e., services provided):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Dates Started & Completed: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Indicate whether: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture

Remarks: \_\_\_\_\_

\_\_\_\_\_

## Company Information

1. Indicate Proposer's Principal Contact Person for this application:

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

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

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Fax Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

2. How many years has the Proposer been in business under the present name? \_\_\_\_\_

3. What previous business names have been used by the Proposer?

\_\_\_\_\_

4. How many years' experience has the Proposer had performing these services? \_\_\_\_\_

5. Indicate the licenses held by the Contractor:

Wilsonville Business License Number: \_\_\_\_\_

Metro Business License Number: \_\_\_\_\_

Other license(s): \_\_\_\_\_

6. Does the Contractor have an employee drug-testing program in place? \_\_\_\_\_

If selected, the Contractor must provide a copy of the drug testing program and certify that such a program is in place.

## Public Works Contract Experience

1. Is your firm currently certified by the State of Oregon as a Disadvantaged Business Enterprise (DBE)? *(check one)*

☐ Yes ☐ No

2. Have you ever been disqualified or denied qualification for bidding by any state, local, or federal agency in this or any other state? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

3. Have you ever been barred from bidding on contracts by any state, local, or federal agency in this or any other state under any State Law or Federal Law? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

4. Has any officer or partner of the Proposer ever applied for qualification for a goods and services contract with the City of Wilsonville under a different name? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

5. Has the Proposer ever failed to complete a state, local, or federal contract? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

6. Has any officer or partner of the Proposer ever had a judgment against them involving a local, state, or federal contract? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

---

7. Does the Proposer have any unpaid judgments and/or unadjudicated claims in excess of \$5,000? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

4.8 Have any claims been made against Contractor's bond? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

4.9 Have any complaints been filed with the Oregon Contractors Board? *(check one)*

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

IF THIS INFORMATION IS CONFIDENTIAL, ATTACH A SECOND SEALED ENVELOPE CLEARLY MARKED AS SUCH.

## Bid Proposal

Having carefully examined the Agreement titled, City of Wilsonville Street Sweeping Services, as well as the site of the project and conditions affecting the work, the Contractor agrees to furnish all the labor, materials, equipment, superintendence, and insurance, as well as other accessories and services, necessary to perform and complete all of the work required by and in strict accordance with this Agreement and the implied intent thereof, for the following schedule of unit prices:

Please note this is a NOT TO EXCEED Contract amount that must be shown as the Total in the space below. The Proposer will be held to this NOT TO EXCEED Contract amount, even if the hours or cubic yards estimated are not sufficient. The number of hours or cubic yards shown in the parentheses represent City staff's best conservative estimate, based on the last several years of experience, as to the number of hours or cubic yards required for each task. The Proposer is advised, however, that the Proposer may propose any number of hours or cubic yard, either equal to, greater than, or fewer than the staff estimate, based on the Proposer's own analysis, and the Proposer will be held to the proposed numbers. The Proposal shall provide the unit pricing in a form substantially similar to the following:"

### Unit Prices

#### Annual Scheduled Sweeping of Streets: 12 sweeps of 179 lane miles

A. Regenerative Air Sweeper:  
\$\_\_\_\_\_ per hour x 1150 (estimated) hours equals \$\_\_\_\_\_

#### Annual Scheduled Sweeping of Bike Lanes: 12 sweeps of 17.7 lane miles

B. Regenerative Air Sweeper:  
\$\_\_\_\_\_ per hour x 55 (estimated) hours equals \$\_\_\_\_\_

#### Annual Scheduled Sweeping of Nine Parking Lots: 4 sweeps of 527,565 square feet

C. Regenerative Air Sweeper:  
\$\_\_\_\_\_ per hour x 40 (estimated) hours equals \$\_\_\_\_\_

#### Annual Scheduled Sweeping of Two Service Yards: 2 sweeps of 527,565 square feet

C. Regenerative Air Sweeper:  
\$\_\_\_\_\_ per hour x 10 (estimated) hours equals \$\_\_\_\_\_

#### Miscellaneous Non-Scheduled Requested Sweeping

E. Mechanical Sweeper: Mechanical sweepers are meant for occasional rock spills, road sand, and other heavy debris. If the hours of use for a mechanical sweeper is zero then write N/A under \$ per hour and include an explanation of how this type of work would be completed along with an estimate of costs.

\$\_\_\_\_\_ per hour x 15 (estimated) hours equals \$\_\_\_\_\_

**Total: \$\_\_\_\_\_**

#### Materials Disposal

F. Disposal method: \_\_\_\_\_  
Units Cost (pass through cost / ton) \$\_\_\_\_\_  
Handling / Transportation Fee \_\_\_\_\_%



### Contract Modification

If Proposer wishes to modify any portion of the Contract, include a specific reference to the section that Proposer would like to modify, providing reasons why and proposed alternative language, in the space below or on a separate attachment to this Proposal Response Form.

---

---

---

---

---

---

---

---

### Authorized Employee

1. *Authorized Employee Representative of the Proposer*

By submitting a Proposal Response for the Services, Proposer expressly represents that (s)he has taken no exception to any term, condition, obligation, or requirement of the RFP that is not clearly and expressly stated in the Proposal Response.

The undersigned further represents that (s)he is an Authorized Employee Representative of the Proposer and will report immediately to the City of Wilsonville, in writing, any errors, inconsistencies, ambiguities, terms which limit competition, or terms which are otherwise unlawful that (s)he discovers in the RFP.

---

*(Signature)*

---

*(Title)*

Affidavit

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ being first sworn, state that I am \_\_\_\_\_  
(*title*) of the Proposer herein and that the statements made in this application are true, and I acknowledge that any false, deceptive or fraudulent statements on the application or at a hearing will result in the denial of qualification, and may subject me to charges of false swearing or perjury; should there be any subsequent material reduction in Proposer's ability to carry out any project for which Proposer desires to submit a bid, Proposer will give written notice of such change to the designated officer to whom this application is submitted at least ten days prior to the bid opening and it is understood that such notice may change the eligibility of Proposer to submit a bid.

\_\_\_\_\_  
(*Signature*)

\_\_\_\_\_  
(*Title*)

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, a notary public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

# Attachment C

## Scope of Work and Specifications

- This Page Intentionally Left Blank -

## I Scope of Work

Contractor shall provide street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets and lots, as outlined below and on the attached City map:

### Task 1: Base Services

The City of Wilsonville seeks an experienced and qualified street sweeping contractor to provide the following street sweeping services for the City of Wilsonville (collectively "Basic Services"):

1. Monthly sweeping of all City streets (179 lane miles). See Appendix D – Street Sweeping Mapbook for exact locations and square footage.
2. An additional monthly sweep of the Wilsonville Road, Boeckman Road, Town Center Loop and Canyon Creek bike lanes (an additional 17.69 per month).
3. Quarterly sweeping all nine City parking lots (approximately 527,565 square feet).
4. Twice annually sweeping of all Public Works and Fleet Maintenance yards (approximately 179,014 square feet).
5. Disposal of all materials collected. Wilsonville generates an average of 45 tons per month (540 tons annually) of street sweeping debris. Proposers shall identify their proposed disposal method and their anticipated unit cost for disposal of materials collected from street sweeping activities. If proposer intends to dispose of the materials at a permitted disposal facility, they should identify the facility and any proposed additional nominal fees for disposal (i.e. *Disposed of at XX facility at their current disposal cost plus YY% for handling /transportation*).

The contractor is responsible for all disposals of debris collected from sweeping services. Cost of disposal will be the pass through cost of disposal at an approved location plus any fixed percentage handling fee.

### Task 2: Additional Services

The contractor must also provide the following additional street sweeping services (collectively "Additional Services"):

1. Emergency Response (must be within 60 minutes of request from the City)
2. Storm clean-up, including sand clean-up after snow and ice event and windstorm events
3. Call out response which includes accidents and/or spills
4. Response to specific citizen request received and approved by the City
5. Street sweeping prior to community events
6. Special sweeps requested through the Additional Services Request Order. The Additional Services Request Order is attached within Appendix C.

## II General and Special Conditions

General and Special Conditions are additions to, or revisions of, the City's standard contract. In the event of a conflict between the Contract Documents and the General and Special Conditions, the more stringent requirements shall apply.

### General Requirements

#### 1.1 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's sweeping cycle, the Contractor shall submit a statement to the City showing the following information:

- mileage per street
- curb miles swept
- non-curb miles swept
- miles or feet of special sweeps
- speed of sweeper
- gallons of water used
- cubic yards of debris removed
- Tac-o-graph report showing the speed and miles swept on each sweeper used during the billing period
- Cost associated with the sweeping of the commuter rail station parking lot shall be itemized separately
- GPS documentation of work completed including routes completed including the equipment used, locations swept, date and time.

#### 1.2 Quantities

The City does not bind itself to purchase the full quantities stipulated in this Agreement as estimates. The quantities shown within the SOW or within the map book are estimates and not exact. They represent past purchasing activity and estimates of future usage. Payment shall be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

#### 1.3 Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost to the City.

#### 1.4 Records

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

The Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. The Contractor agrees to permit the City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

#### 1.5 Contractor's Office

The Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Agreement. When the office is closed, a telephone answering service shall be in operation to receive messages.

#### 1.6 Contractor Contact

The Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for the Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. The Contractor shall provide the City with an emergency phone number that shall be answered 365 days/year, 24 hours per day. The City shall have communication to the sweeper by cellular phone through the Contractor.

#### 1.7 Project Safety

The Contractor agrees that in performing the work contained within this Agreement, that it will meet all regulations in safety as required by OSHA. The Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of OSHA. The Contractor further agrees that it will include within all subcontracts or contracts for purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Agreement will be reviewed, and an affirmative determination made by the Contractor that they meet the requirements of OSHA.

#### 1.8 Incidental Costs and Additional Compensation

The Contractor shall be responsible for all miscellaneous and incidental costs associated with street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets

and lots. The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this Agreement without additional compensation where debris collects on streets caused by excessive rainfall or caused by street sanding during or after snowfall. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

## Service Requirements

### 2.1 Scope of Services

The Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary street sweeping, collection, and disposal services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Public Works Director or designee.

### 2.2 Response Times

In the event of an accident, spill, or emergency, as determined by the City, the Contractor agrees to respond to and perform such services 365 days per year, 24 hours per day, within 60 minutes of receiving telephone notice from the City to proceed. All sweepers must be road legal and able to travel at highway speeds (55 MPH) to assure quick response time.

### 2.3 Contractor's Work Schedule

Street sweeping for business and high traffic main arterials will be done between the hours of 4:00 am to 7:00 pm, and residential streets shall be swept between the hours of 7:00 am and 7:00 pm.

### 2.4 Sweeping Schedule

The Contractor shall establish and submit for approval a regular schedule of performance that will include sweeping all the streets at a minimum of once per month, in approximately the same order so the adjacent residents will be able to prepare their street for sweeping. If the City deems it necessary, the Contractor may be required to sweep a street or streets more often than once each month. Once established, the Contractor shall adhere to the approved schedule.

Within ten (10) calendar days of the execution of this Contract, Contractor shall submit for the City's approval a monthly sweeping schedule, together with a planned route outlined on maps furnished by the City. Contractor shall observe any legal holiday, as specified in ORS 279B.020, and indicate all schedule modifications if a holiday falls on a regular sweeping day. Should Contractor need to modify the schedule, as submitted, Contractor shall give no less than seven (7) calendar days' written notice of any changes to the Public Works Director or designee.



**The bike lanes along Boeckman Road from Canyon Creek Road to Stafford Road are separated from the travel lanes by a raised curb. These protected bikes lines require additional coordination for sweeping. The protected bike lanes must be blown out into the travel lane prior to sweeping. City Staff or its landscaping contractors will blow these lanes out prior to sweeping. Contractor must commit to a set day and time each month for these lanes to be swept.**

## **2.5 Records/Logs**

The Contractor shall maintain accurate records of the services performed and of the site utilized for disposal of the street sweeping debris. At a minimum, these records shall show dates and times of transportation and disposal, amount of disposed debris or material, the name and location of the disposal site used, the name of the streets where the services were performed, and amount of sweeper hours and sweeper speed while cleaning. The Contractor shall provide the City a written report giving the information required in the proceeding sentence along with the monthly invoice. It is the Contractor's responsibility to provide the City with all required information stated in this section.

## **2.6 Employees**

All Contractor's employees and agents who participate in the performance of the services shall be safe, competent, and skilled in the performance of such services. Contractor shall always require all employees to be courteous to the public, to perform their work as quietly as possible, and to be neat in appearance.

Contractor agrees to provide adequate supervision and number of staff in order to provide the services and ensure the continuity of sweeping operations.

Incompetent, careless, or negligent employees or agents shall be promptly discharged or removed from performing work on the City's project by Contractor, upon written request of the City. Failure to comply with such request is sufficient grounds for termination of the Contract.

## **2.7 Contractor's Equipment**

The equipment required for performance of the Contract shall be street sweepers (Mechanical or Regenerative Air) and will have a minimum 3.5 cubic yard holding capacity. All equipment shall be maintained in good working condition and repair and operate at the original manufacturer's specifications (compliant with PM-10 efficiency and Rule 1186 certified).

Sweeping equipment shall be equipped with the proper warning lights as applies to slow moving and/or maintenance vehicles and shall meet all vehicle-operating requirements of the State of Oregon, Motor Vehicles Division.

The primary sweeper shall not be more than three (3) years old and the secondary sweeper shall be no more than (5) five years old at the beginning of the Contract. In addition, the secondary sweeper shall not be used more than 10% of the time. During those times both

sweepers are cleaning, the 10% does not apply. The acceptability of Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Public Works Director or designee.

Regenerative Air sweepers shall be used for the stormwater management program and Mechanical sweepers (double-gutter brooms) for rock spills, road sand, windstorms, heavy debris, and when necessary to properly clean any public right-of-way.

All sweeping vehicles will be numbered and shall have Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor.

Sweeping equipment shall be equipped with a GPS tracking device and speed-monitoring device. Contractor shall submit with the monthly invoice Tac-o-graph report showing the speed and miles swept on each sweeper used for this Contract as well as a graphical representation of all areas swept and invoiced within that period. The information shall include but not be limited to equipment used, locations swept, date and time. Failure to comply with these requirements shall be just cause for termination of the Contract.

All vehicles shall be kept in a clean and sanitary condition, have whisper fans for quieter operation, working spray systems for dust control, and high dump sweeper trucks capable of dumping directly to a dumpster, leaving no debris on the ground.

The Contractor shall keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all the brushes and brooms.

#### Cleaning Standard

All streets and intersections shall be swept clean, and no piles of debris shall be left anywhere within any streets or public rights-of-way. Although regular cleaning is normally along gutter or street edge, the entire travel lane, gutter to gutter or pavement edge to pavement edge, will be clean when sweeping has been completed. Water shall be used as required to control dust. The Contractor will be responsible for removing sticks, rocks, or other debris left behind the sweeper. The sweeper shall avoid tracking mud during operation. Correction of these items shall be done at no additional cost to the City.

Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street. Cleaning speed will be between 4 and 6 miles per hour. Any waste left on private property or on streets by the Contractor shall immediately be removed upon notice from the Public Works Director or designee.

The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean

debris spilled or tracked within the same day notice is given by Public Works, the Public Works Director or designee may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.

## 2.9 Water Use

The City will provide water at hydrants for filling the water spray system on the sweepers, filling flusher trucks for sweeping, and for flushing the City-owned streets and facilities. The Contractor shall use a Chapman Valve when filling water tanks from hydrants. The Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice. The Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services.

## 2.10 Inspections

Inspection of street swept will be performed on a regular basis, as well as spot checks in response to citizens' complaints. Any deficiencies found will be reported to the Contractor for immediate correction.

## 2.11 Dust Control, Water, and Air Pollution

During all phases of work, and when directed, the Contractor shall take precautions to abate dust nuisances by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish the suppression of dust.

During the term of the contract, the Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control, and abate water and air pollution.

## 2.12 Debris Removal

The Contractor shall not dump debris on the ground. The Contractor may provide his/her own drop boxes and transport equipment to haul the debris or the Contractor must use the local designated City waste disposal franchise to haul debris. Drop box minimum capacity shall be no less than 11.5 cubic yards.

The Contractor shall make prior arrangements with the Public Works Director or designee for the placement of all drop boxes to be used for the dumping of street sweeping wastes. The Contractor shall provide reflective cones or other highly visible devices to mark drop boxes at their locations. Debris boxes shall be removed daily.

The Contractor is required to have a back-up means of handling material in case of primary equipment failure.

## 2.13 Utilities

The Contractor shall be obligated to protect all public and private utilities from damage while performing the services. The Contractor shall be responsible for any and all restoration or replacements costs due to damages resulting from the Contractor's activities.

### Hazardous Substances

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous materials or wastes. The Contractor agrees to collect, handle, transport, and dispose of the debris or material and perform the services specifically in accordance with all applicable local, state, and federal laws, standards, rules, and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Oregon Department of Environmental Quality and the United States Environmental Protection Agency.

The Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state, or federal government authority that are necessary to perform the services, and provide copies of such to the City. The Contractor shall require that all operators of its street sweeping equipment maintain current, valid, appropriate commercial class of Oregon Driver's Licenses.

### Disposal

Within the first 30 days of this Agreement, and as requested by the City during the term of the Agreement, the Contractor must provide to the City a detailed description of the following:

- who is managing the process of debris
- how the debris is being handled
- where the debris is being disposed
- description of the equipment used

The Contractor is operating its own waste storage site. It shall operate waste storage sites in such a manner as to meet all safety and health requirements of state and local agencies. Site operations or the result of such operations which create a nuisance problem, or which result in damage to the public and private property shall not be permitted. The waste processing facilities may be subject to inspection as any time during the term of this Agreement.

The Contractor will be responsible for obtaining the necessary permits for dumping at waste sites provided by the Contractor.

The Contractor is responsible for all disposals of sweepings. Only temporary storage is allowed on designated City property and must be removed within 24 hours of completion of work.

The Contractor shall dispose of, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Oregon Department of Environmental Quality and any other federal, state, or local agency or department with jurisdiction. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Oregon Department of Environmental Quality for that specific purpose. The Contractor shall collect, temporarily store, as needed, remove, and dispose of all accumulated debris in an environmentally sound manner. Removed leaves and woody debris shall be disposed of at a compost recycling facility. Debris includes all materials normally picked up by mechanical or vacuum-type street sweepers, such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass, gravel, and any other materials which may be found on a paved street and which can be swept into a mechanical, vacuum-type, or regenerative air street sweeper.

- This Page Intentionally Left Blank -

### III Additional Services Request Order Form



## **ADDITIONAL SERVICES REQUEST ORDER**

CITY OF WILSONVILLE  
Attn: Public Works  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

DATE: \_\_\_\_\_

TO [Name]  
[Company Name]  
[Street Address]  
[City, State, Zip]  
[Phone]

**JOB DESCRIPTION**  
STREET SWEEPING SERVICES

[SPECIAL SWEEP DESCRIPTION]

\_\_\_\_\_  
Authorized Signature of Public Works Representative (required)

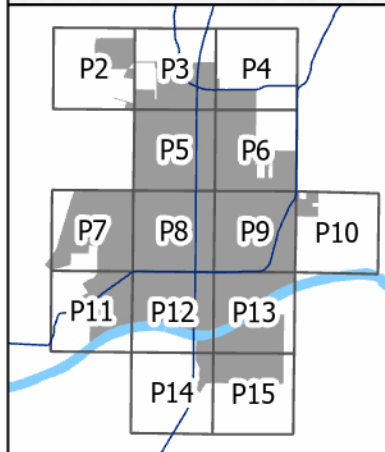
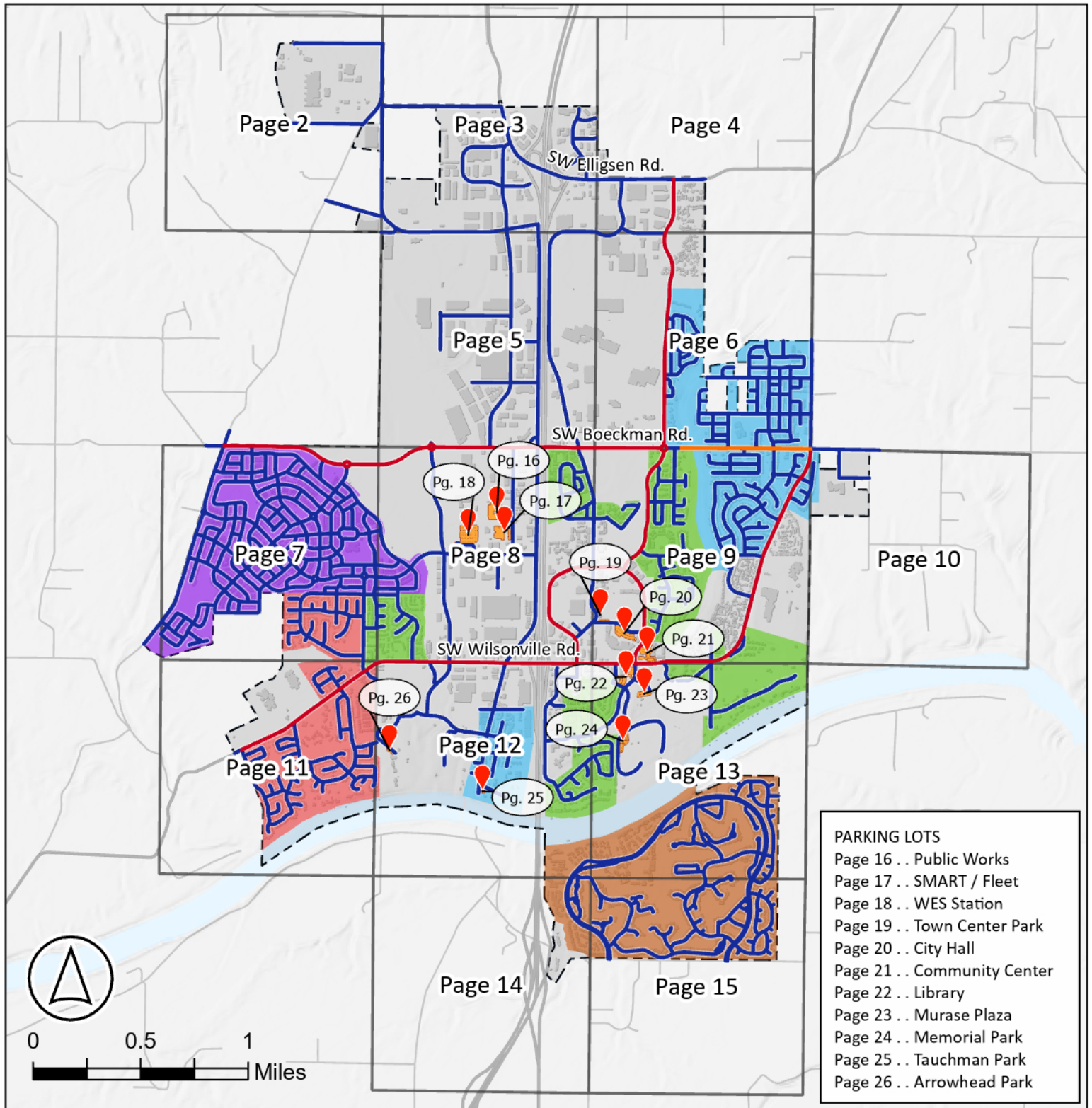
- This Page Intentionally Left Blank -



# Attachment D

## Street Sweeping Mapbook

- This Page Intentionally Left Blank -



### Sweeping Schedule

- Monthly
- 2x / Month
- Buffered Bike Lanes
- Parking Lots

178.32 Lane Miles

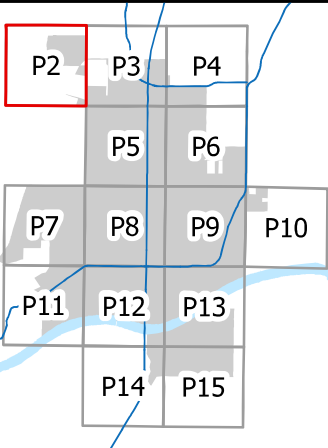
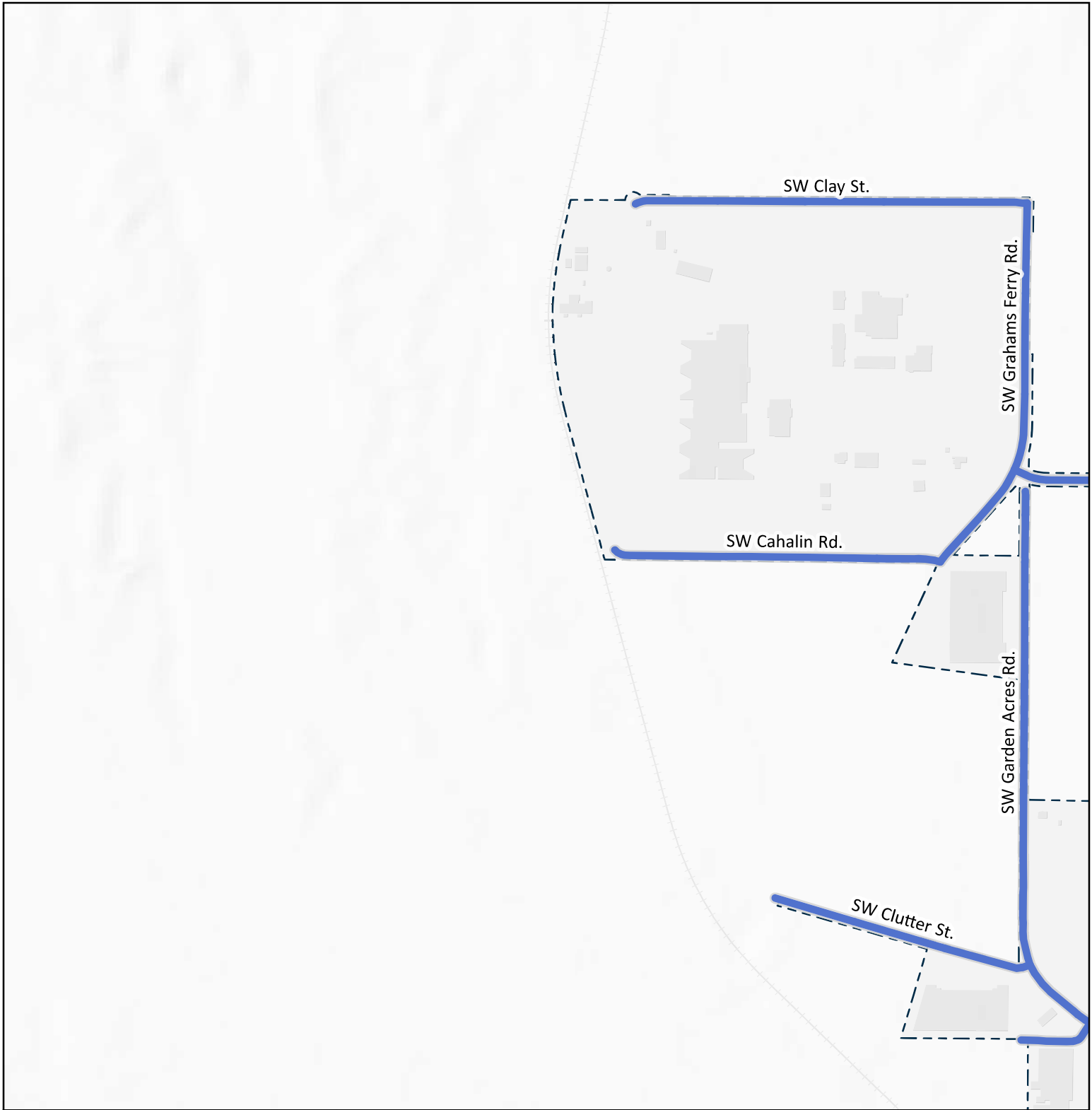
17.69 Additional Miles for the Additional Sweep

### Trash Pickup Schedule



- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

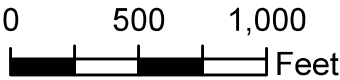


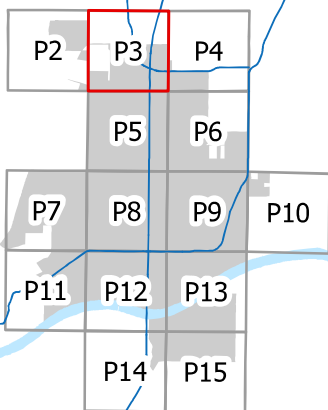
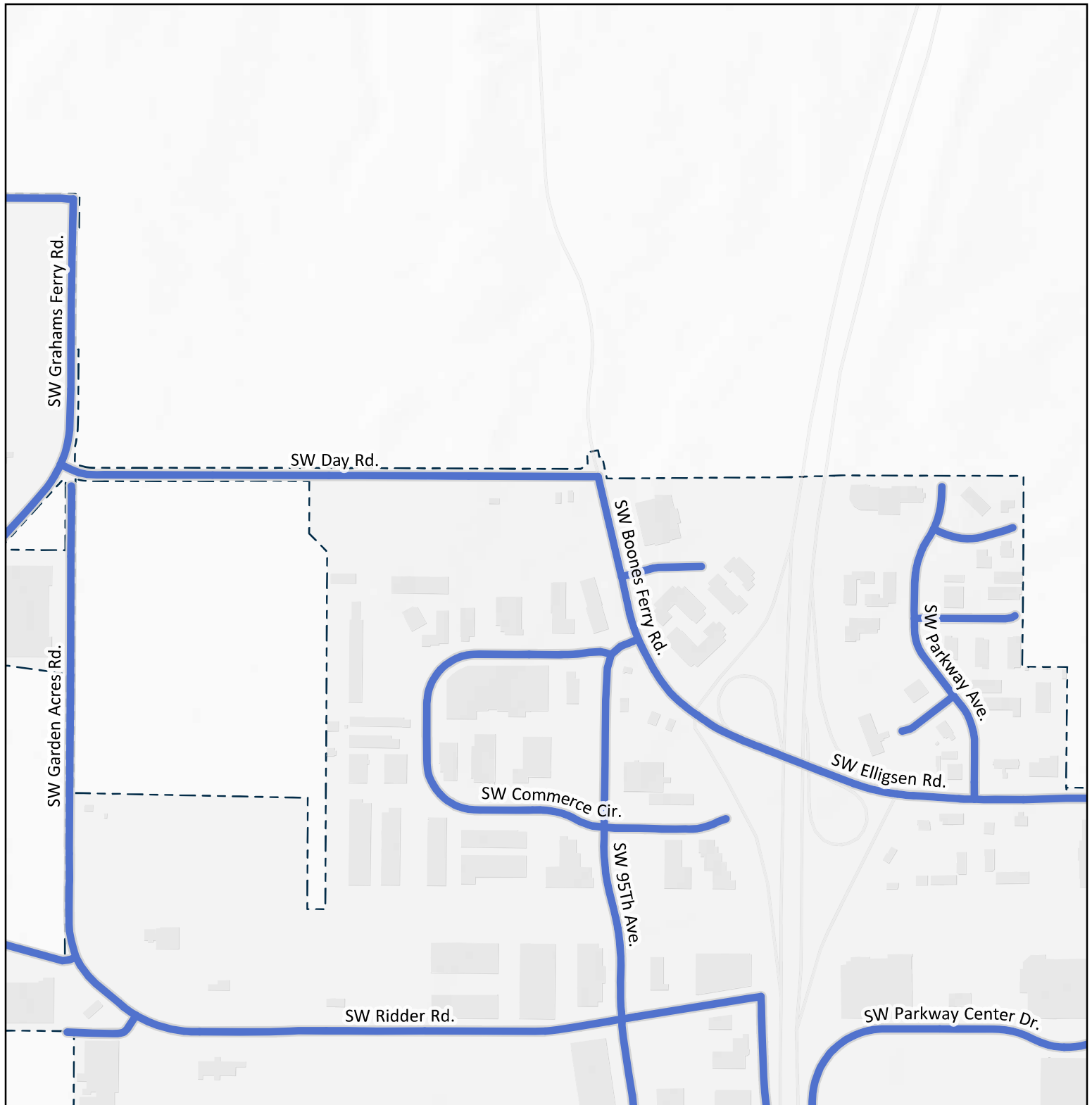
   City Limits



**Sweeping Schedule**

-  Monthly Service
-  2x / Month Service

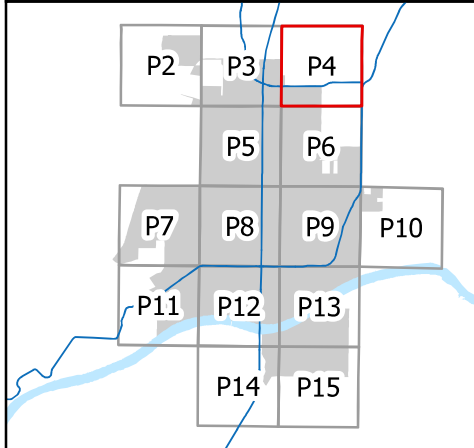
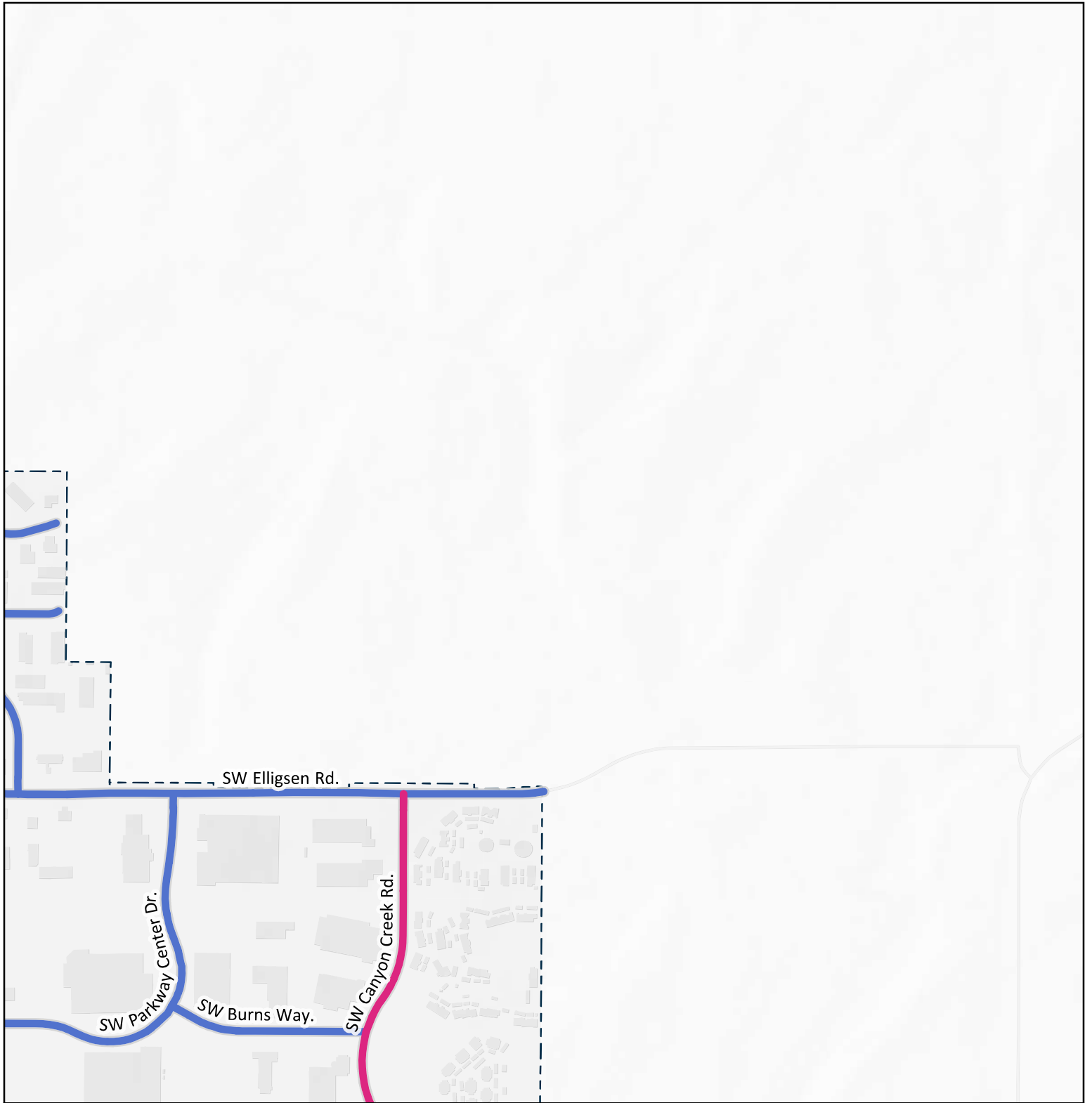




### Sweeping Schedule

- Monthly Service
- 2x / Month Service



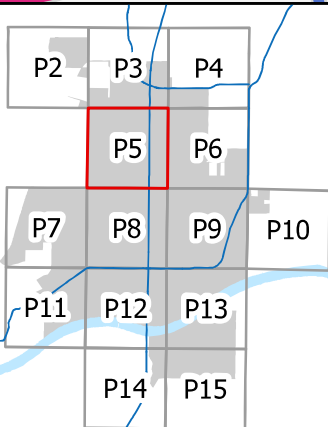
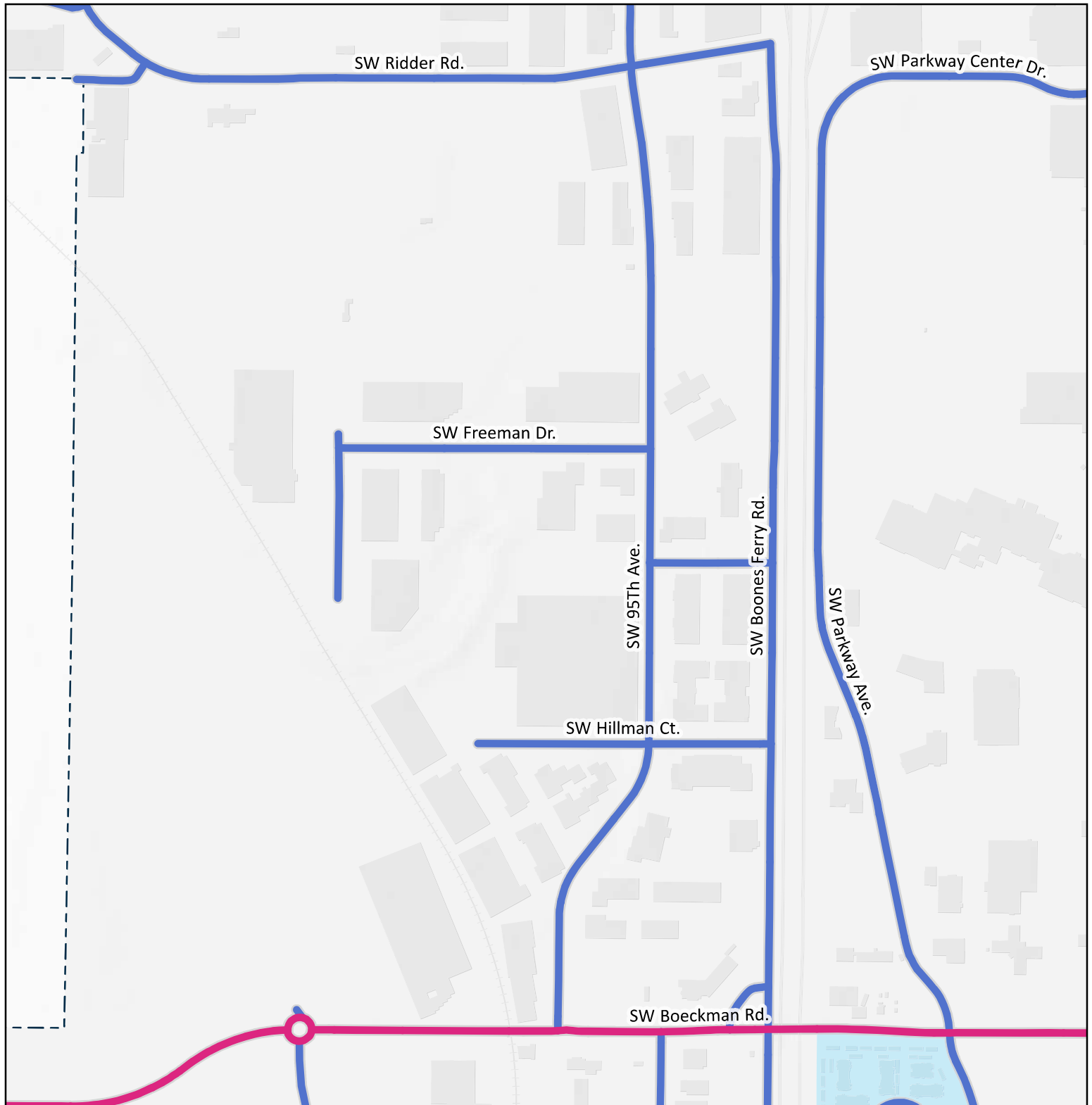


**Sweeping Schedule**



- Monthly Service
- 2x / Month Service

0 500 1,000 Feet





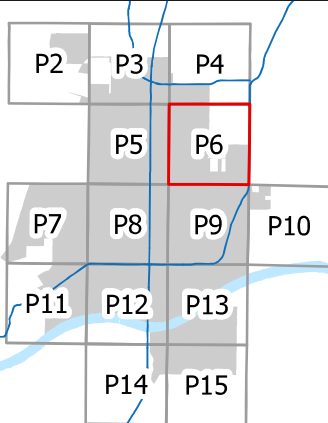
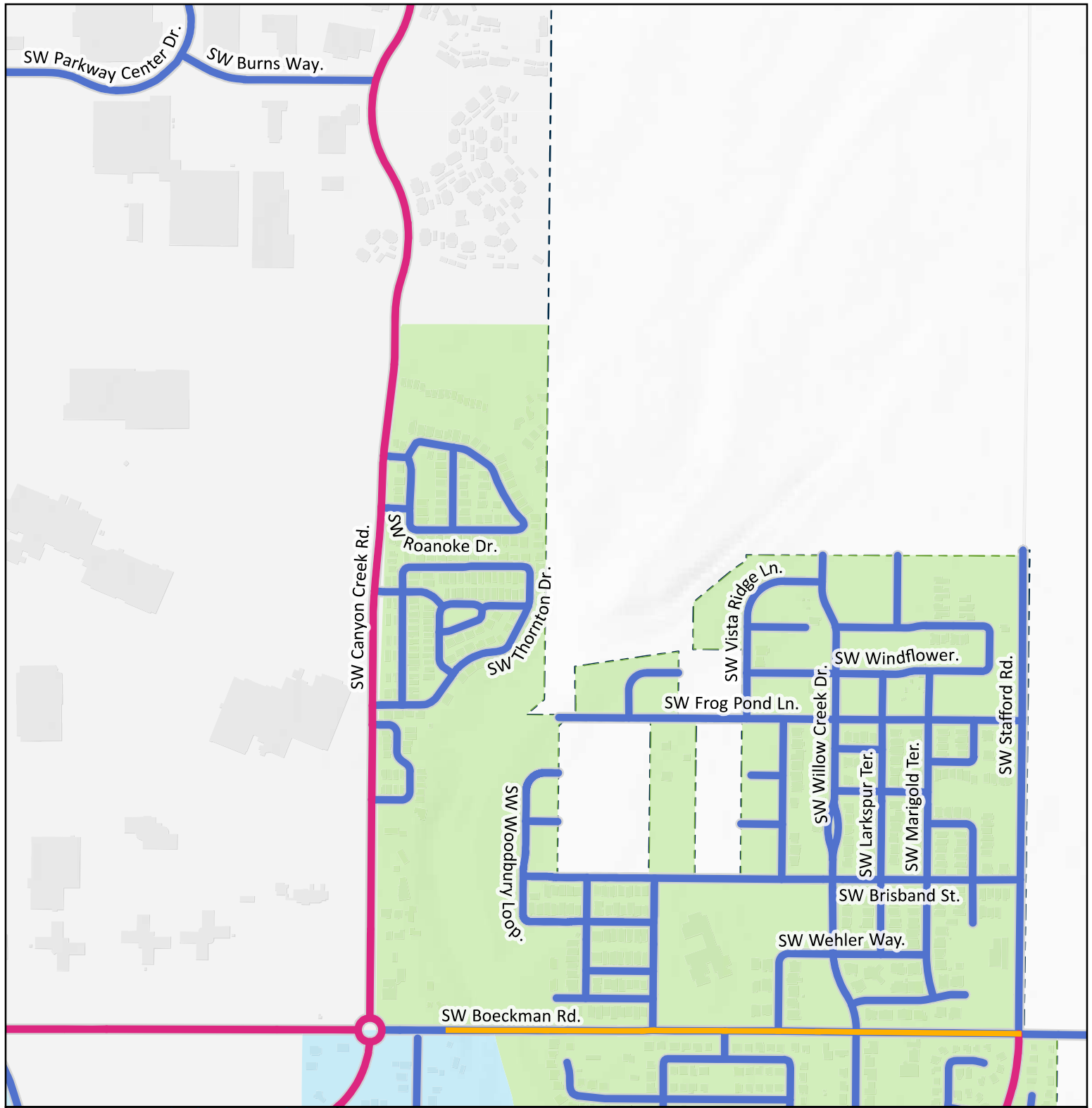
**Sweeping Schedule**

-  Monthly Service
-  2x / Month Service

**Trash Pick Up Schedule**

-  Monday





**Sweeping Schedule**

- Monthly Service
- 2x / Month Service

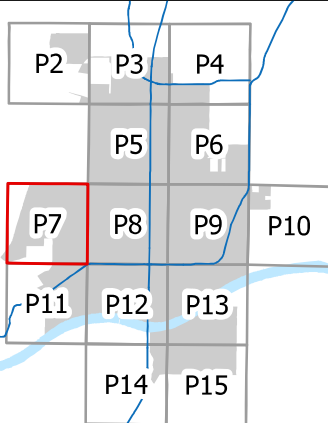
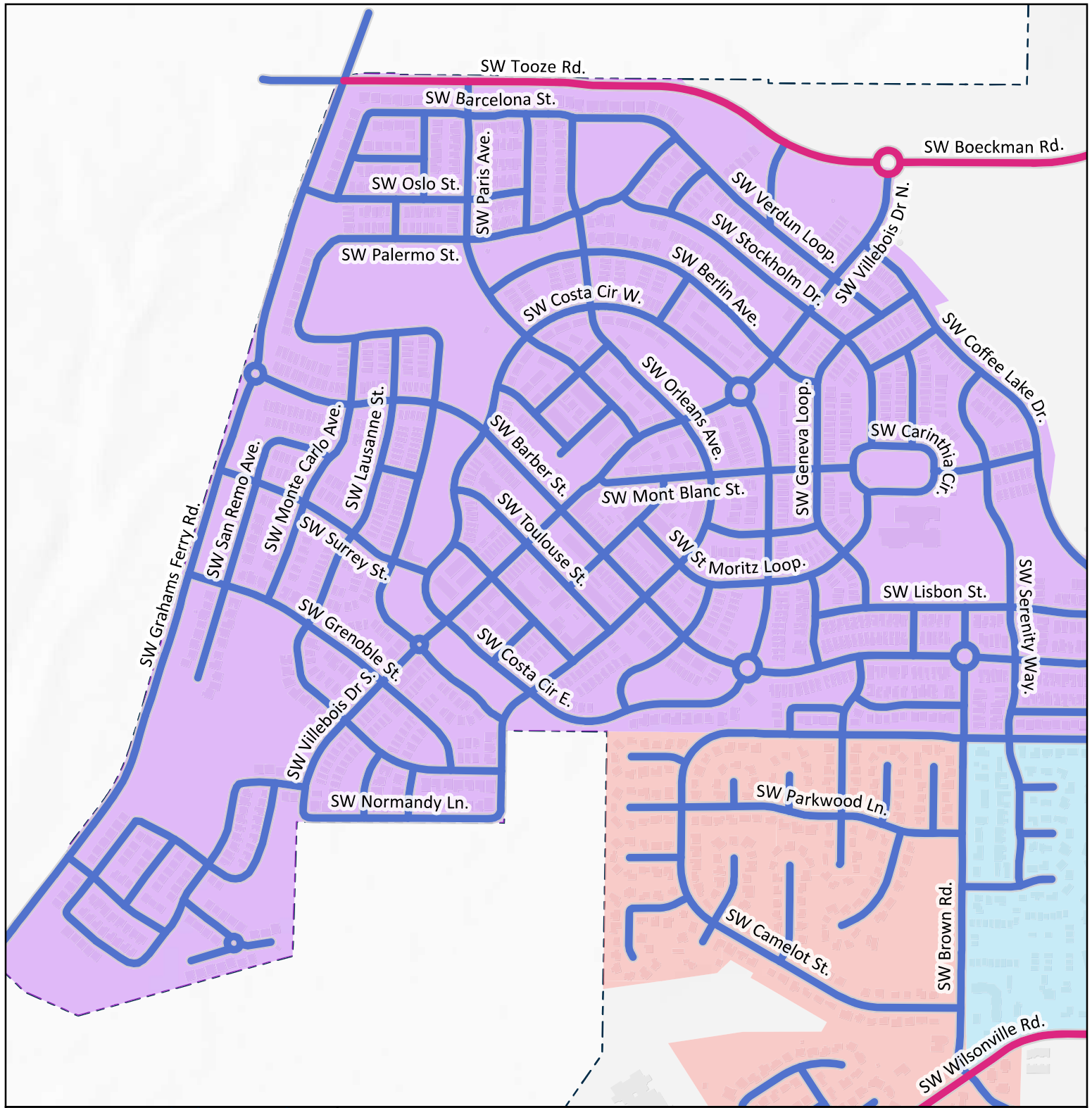
Buffered Bike Lanes

**Trash Pick Up Schedule**

- Monday
- Tuesday







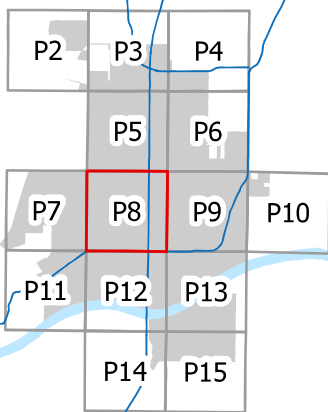
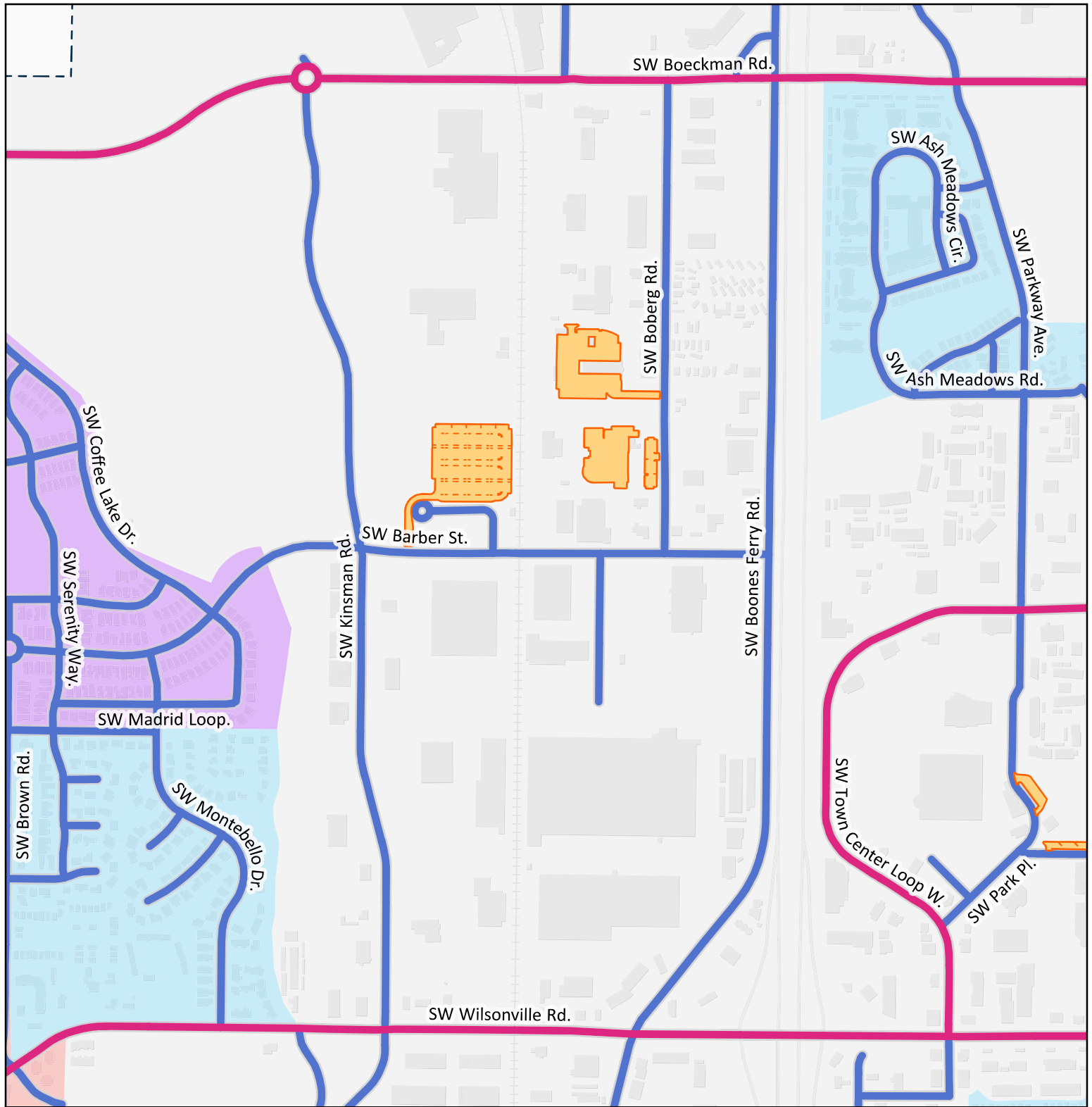
### Sweeping Schedule

- Monthly Service
- 2x / Month Service

### Trash Pick Up Schedule

- Monday
- Thursday
- Friday





### Sweeping Schedule

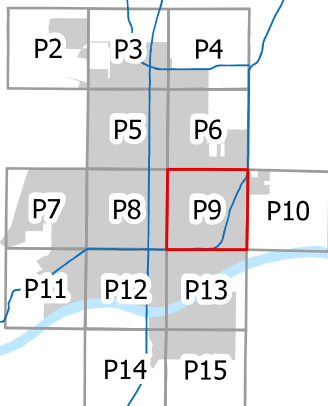
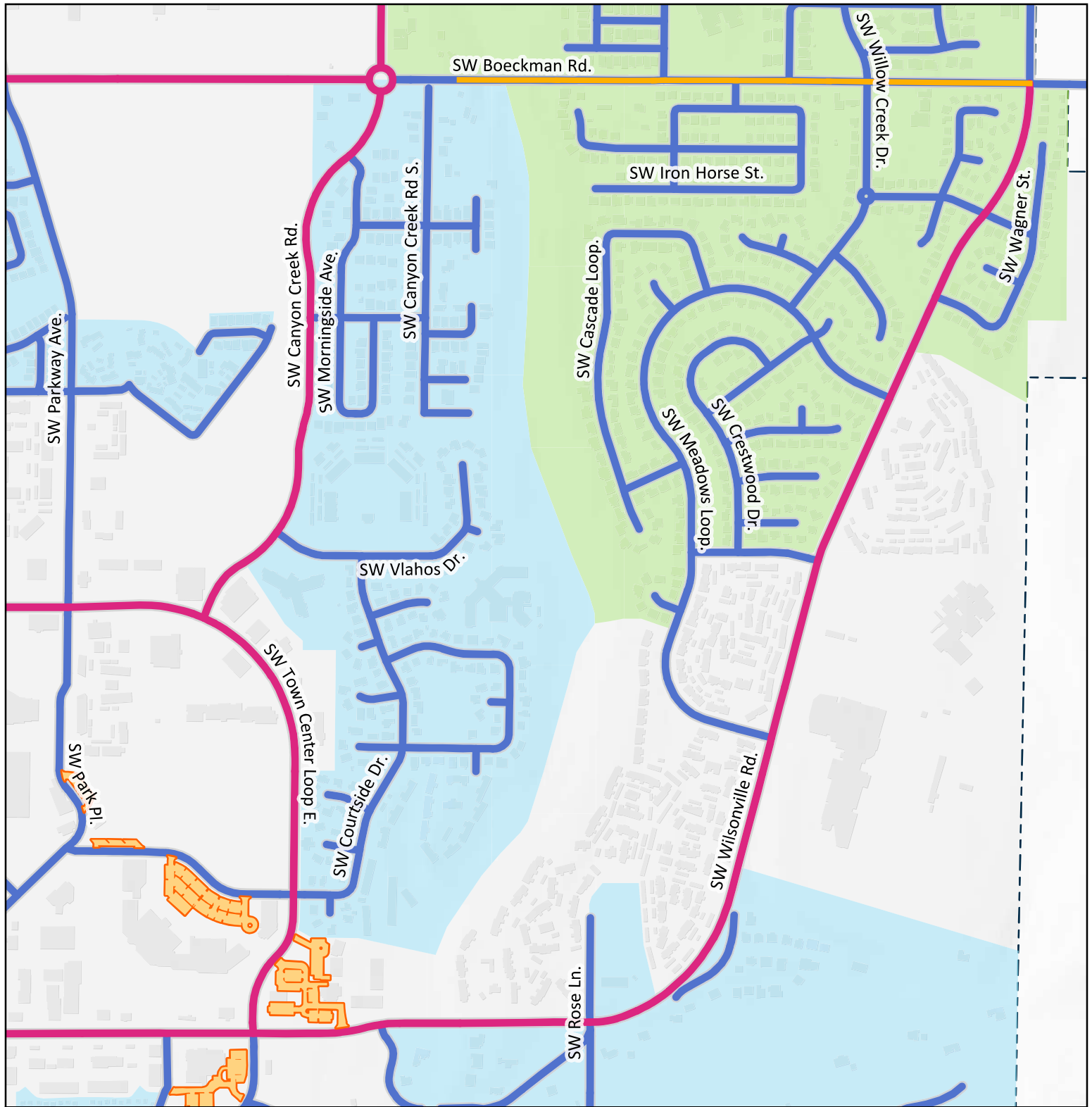
- Monthly Service
- 2x / Month Service

Parking Lots

### Trash Pick Up Schedule

- Monday
- Thursday
- Friday





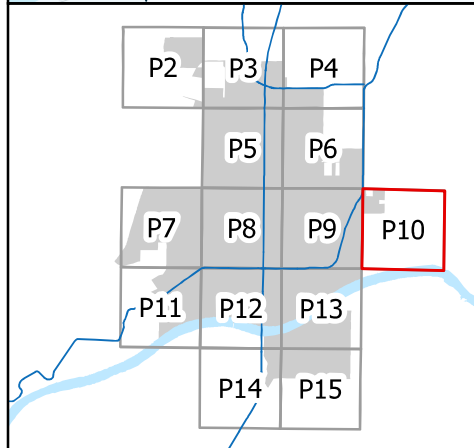
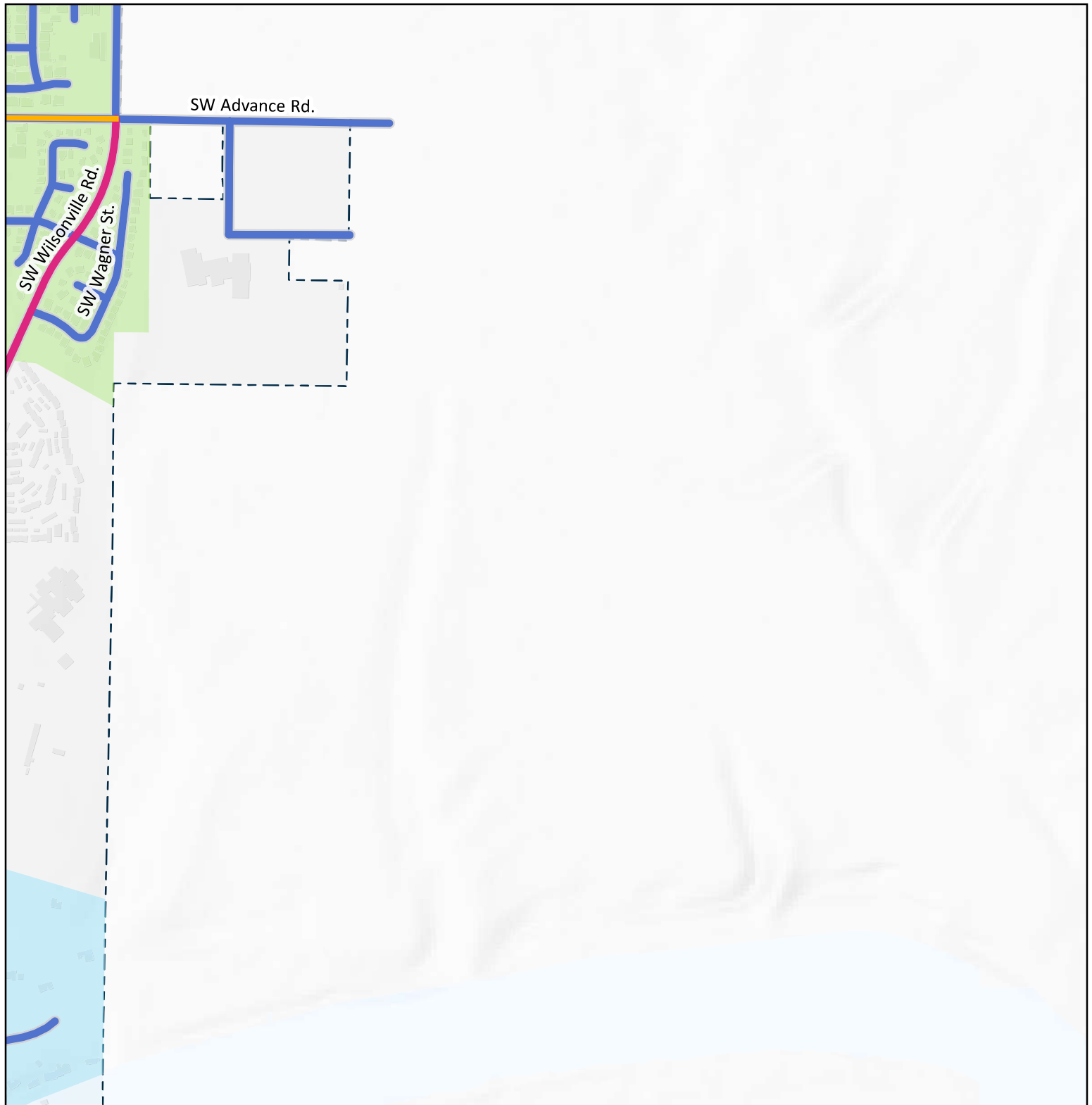
### Sweeping Schedule

- Monthly Service
- 2x / Month Service
- Parking Lots
- Buffered Bike Lanes

### Trash Pick Up Schedule

- Monday
- Tuesday





### Sweeping Schedule

- Monthly Service
- 2x / Month Service

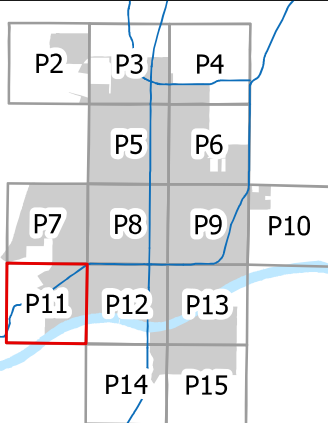
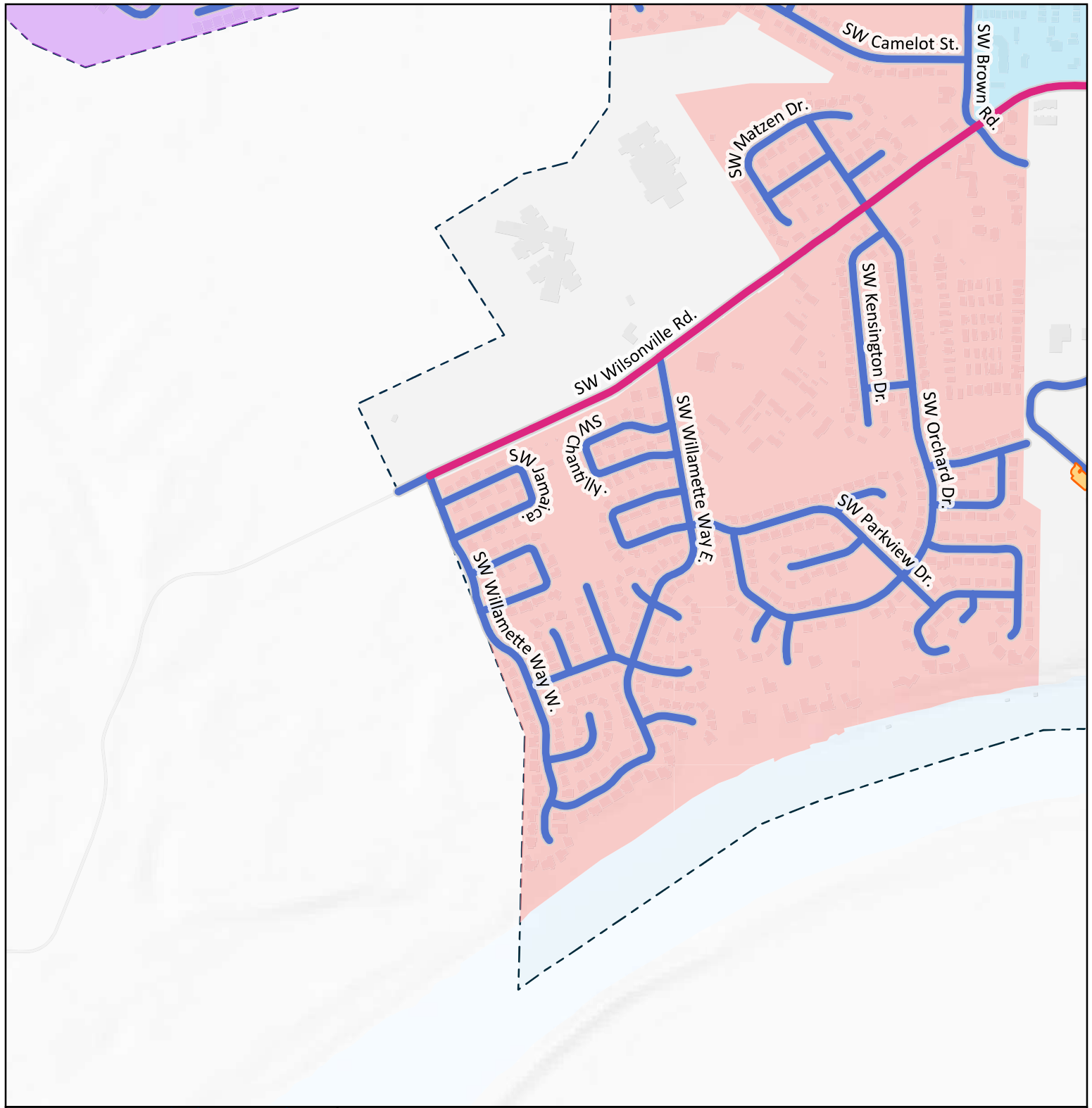
Buffered Bike Lanes

### Trash Pick Up Schedule

- Monday
- Tuesday

0 500 1,000 Feet





### Sweeping Schedule

- Monthly Service
- 2x / Month Service

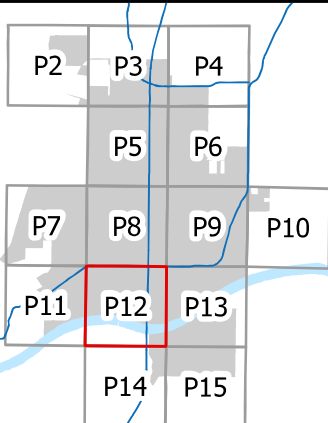
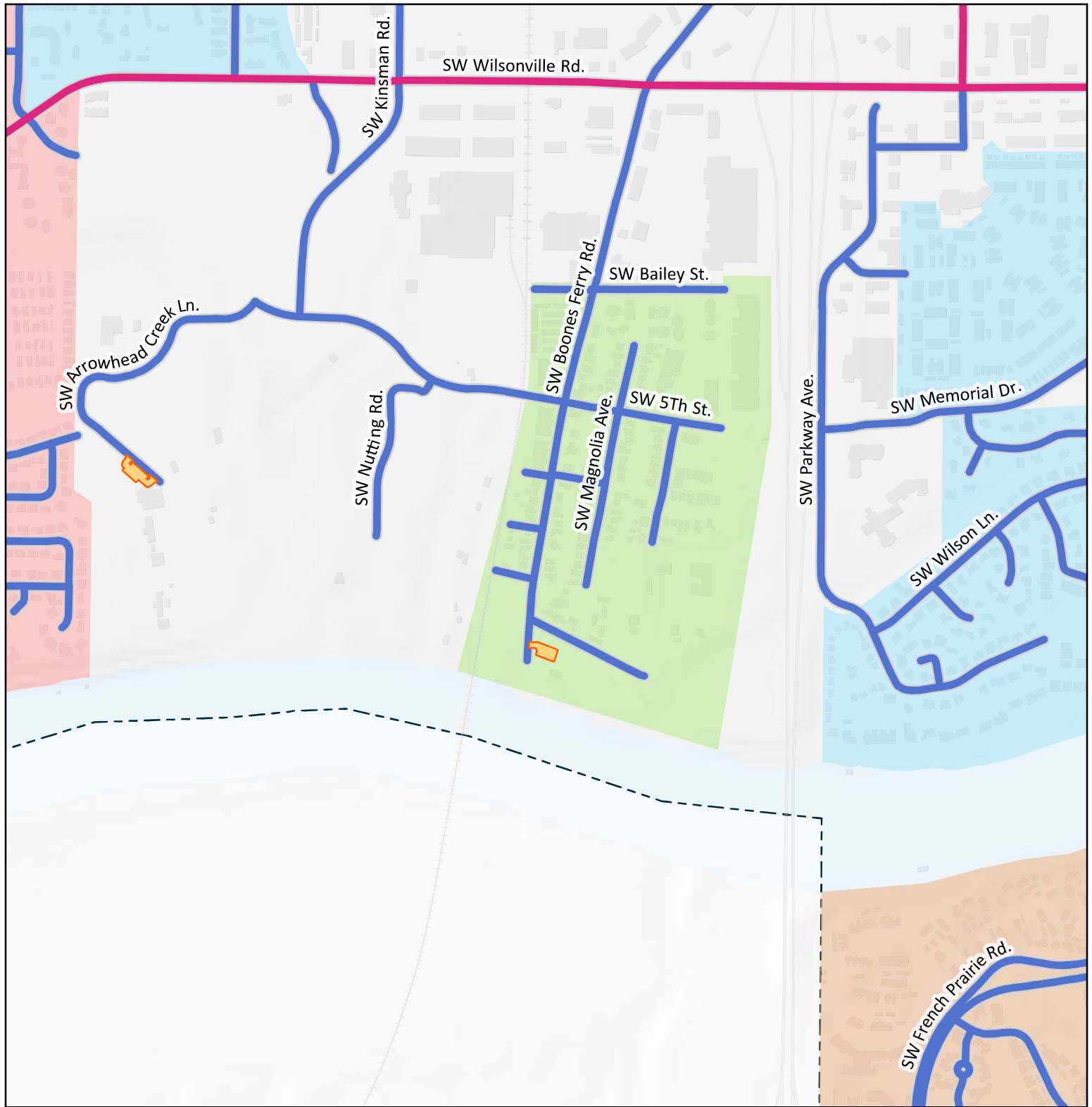


### Trash Pick Up Schedule

- Monday
- Friday
- Thursday







### Sweeping Schedule

- Monthly Service
- 2x / Month Service

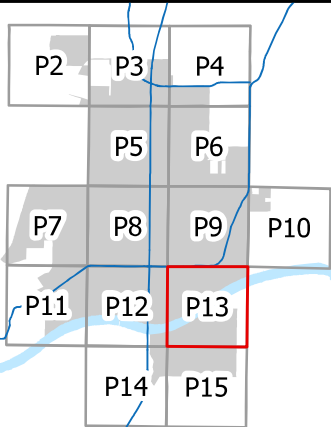
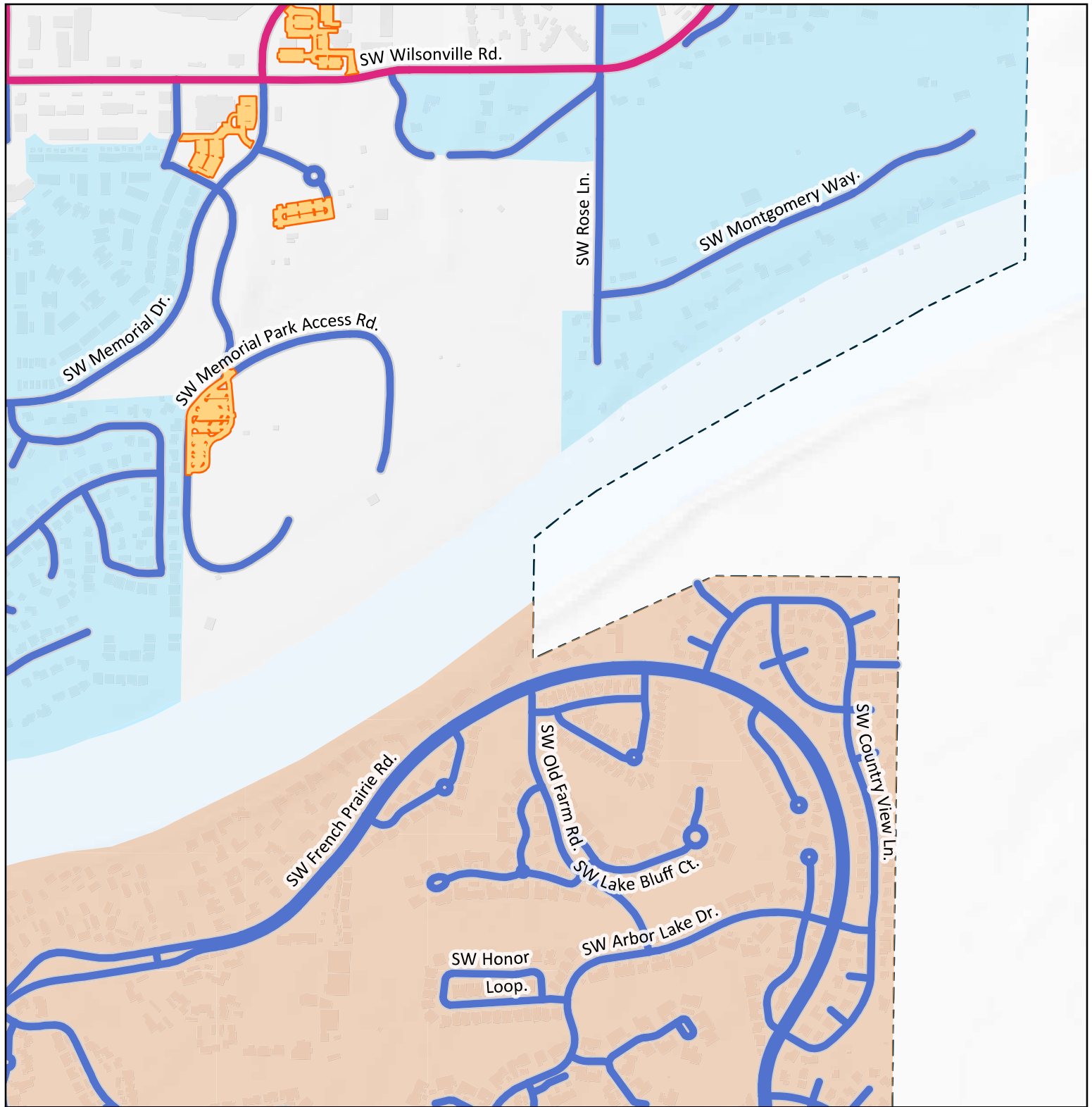
Parking Lots

### Trash Pick Up Schedule

- Monday
- Tuesday
- Friday
- Wednesday



City Limits



### Sweeping Schedule

- Monthly Service
- 2x / Month Service

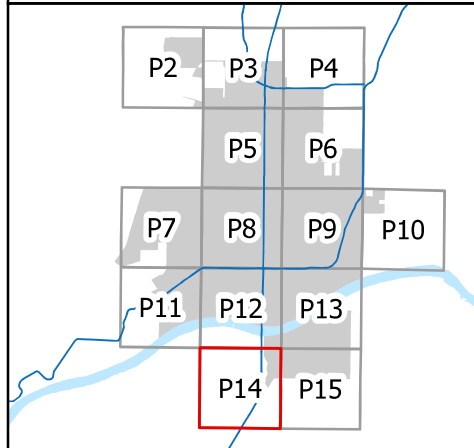
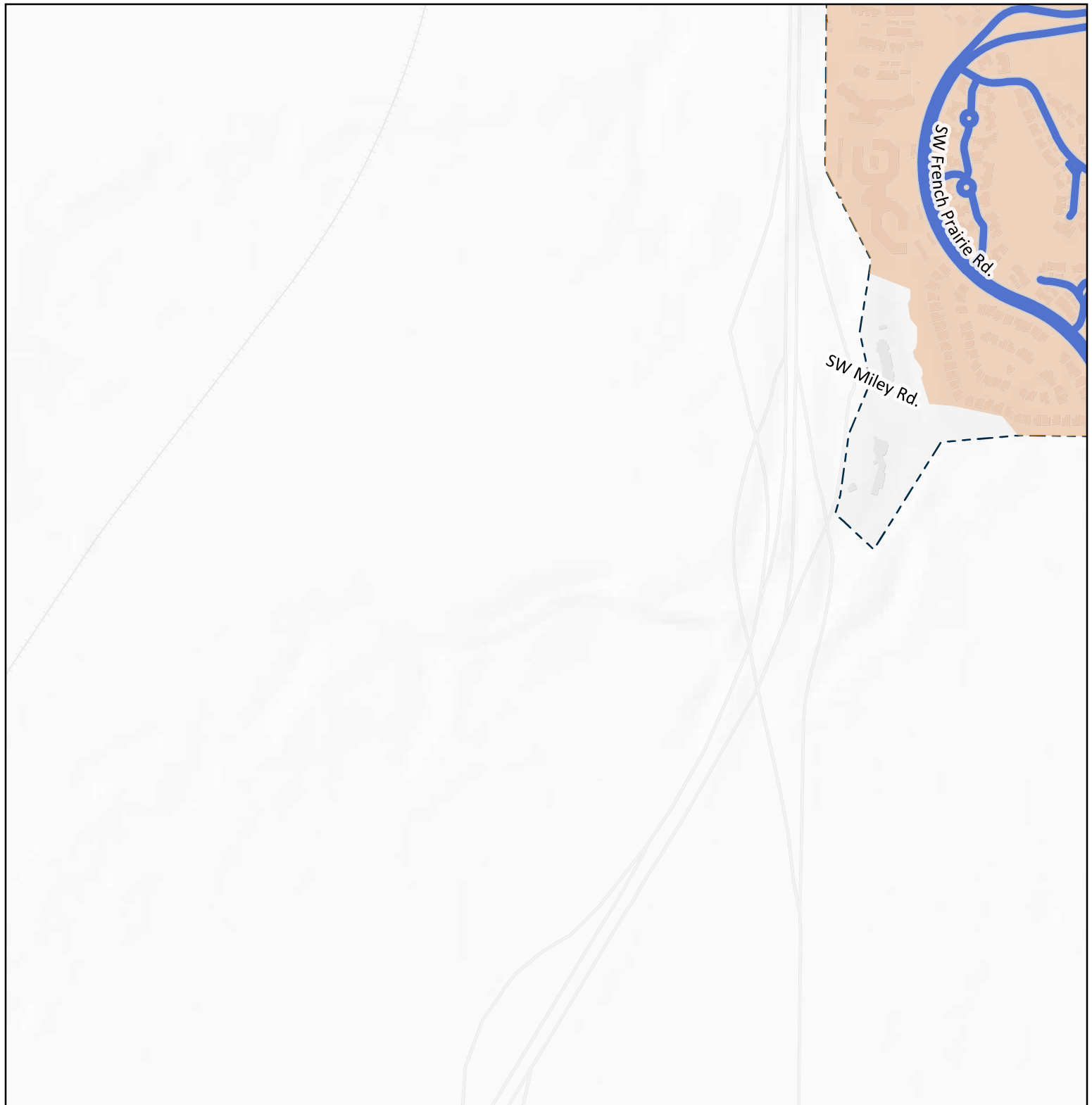


Parking Lots

### Trash Pick Up Schedule

- Monday
- Wednesday



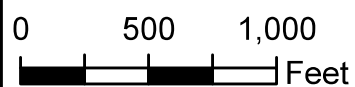


### Sweeping Schedule

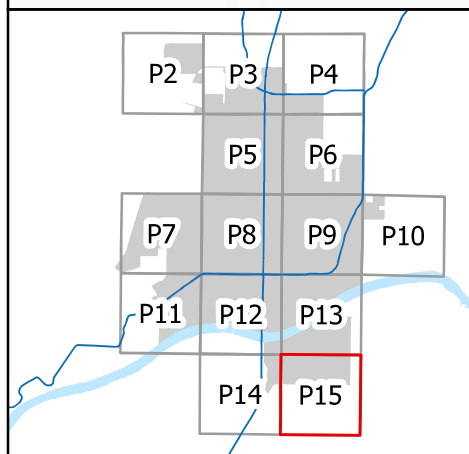
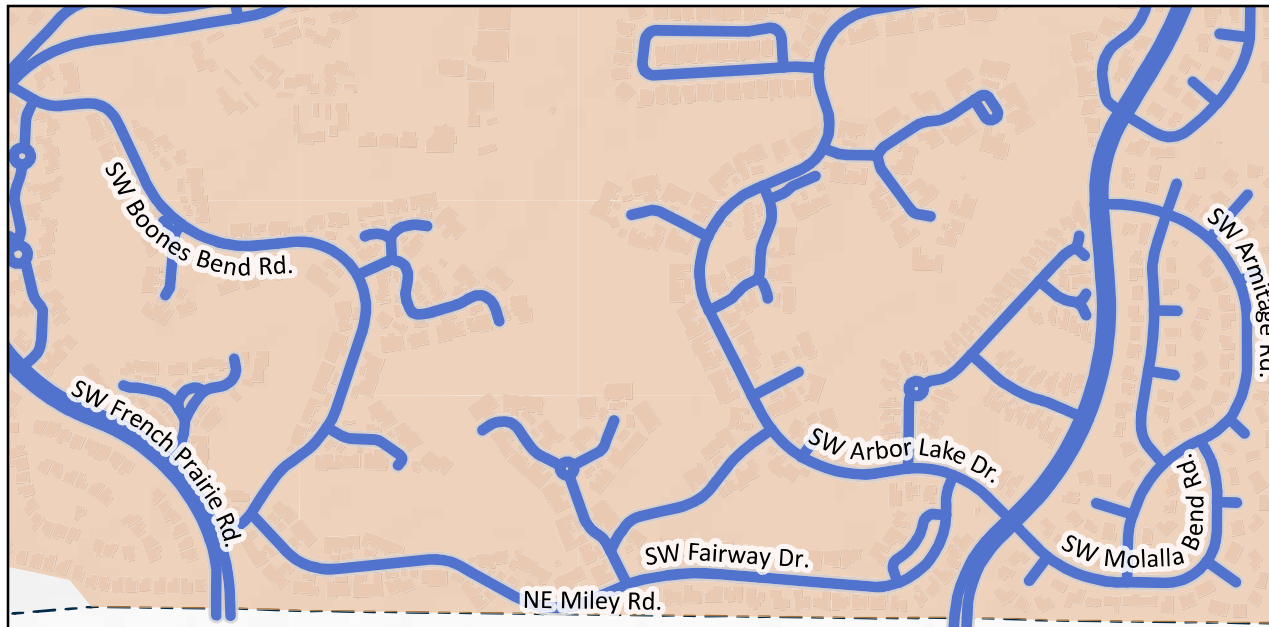
- Monthly Service
- 2x / Month Service

### Trash Pick Up Schedule

- Wednesday





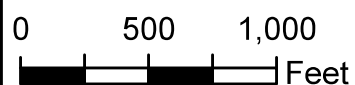


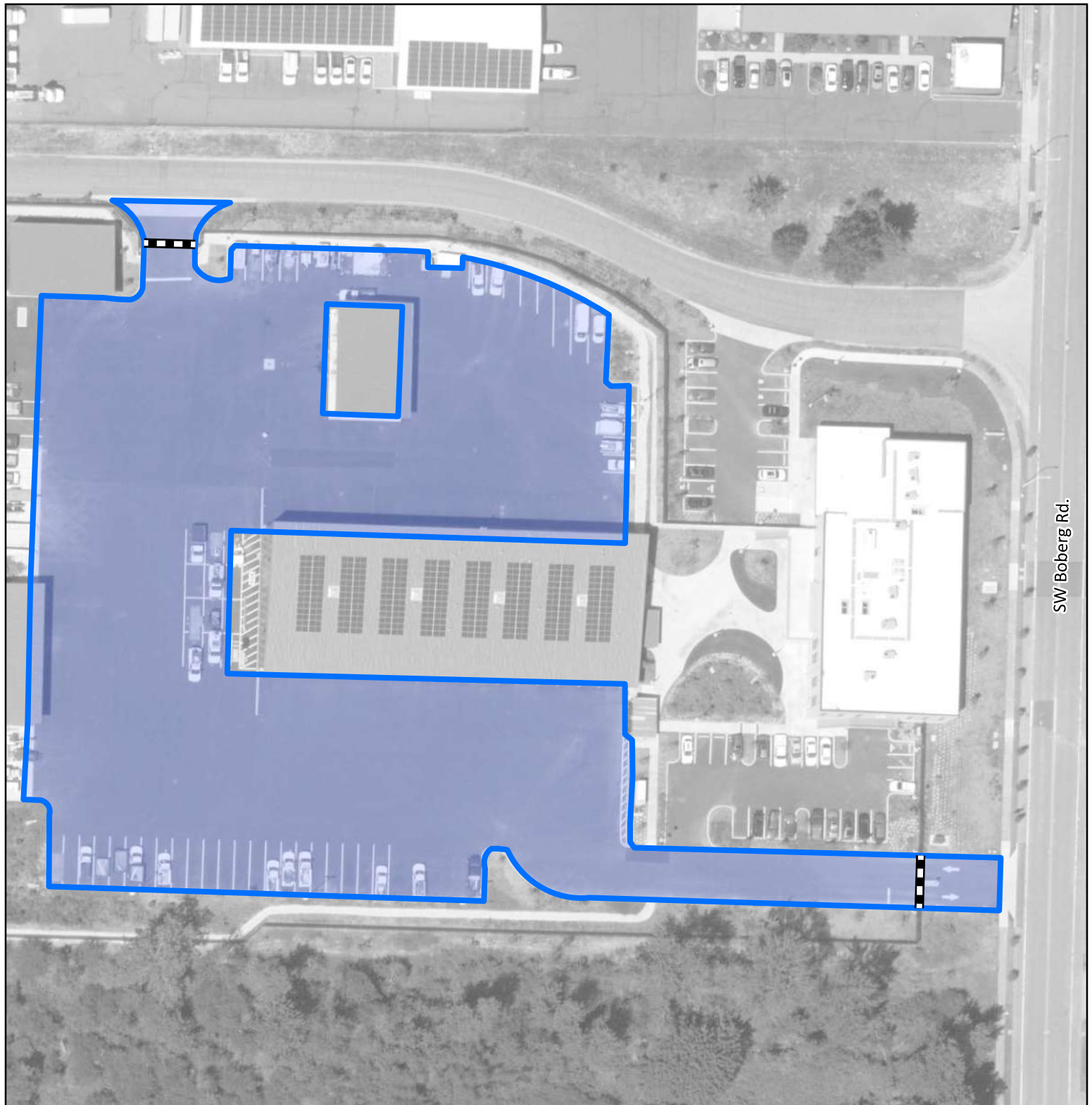
### Sweeping Schedule

- Monthly Service
- 2x / Month Service

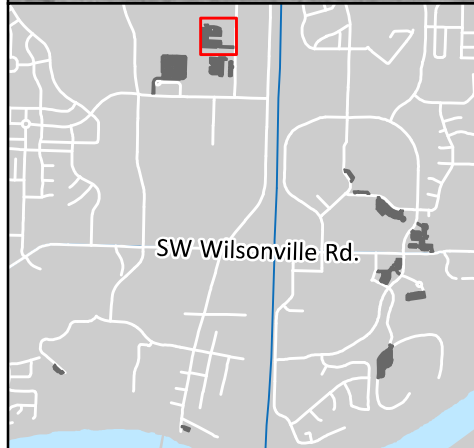
### Trash Pick Up Schedule

- Wednesday





SW Boberg Rd.



SW Wilsonville Rd.

## Public Works

### Sweeping Schedule

 Maintenance Yard

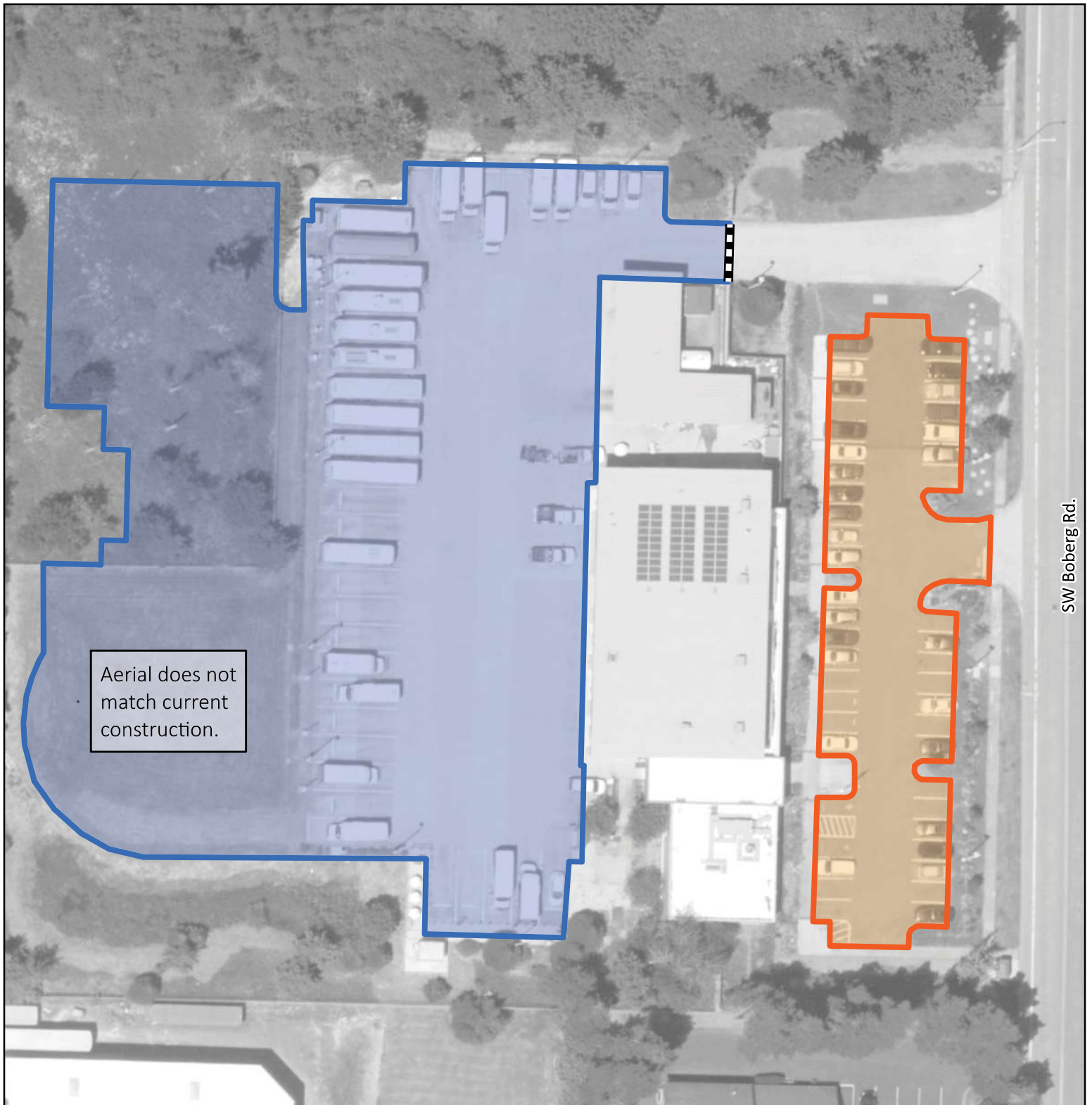
 Access Gate

Approx. 108,749 Square Feet

Coordinate access for entry.

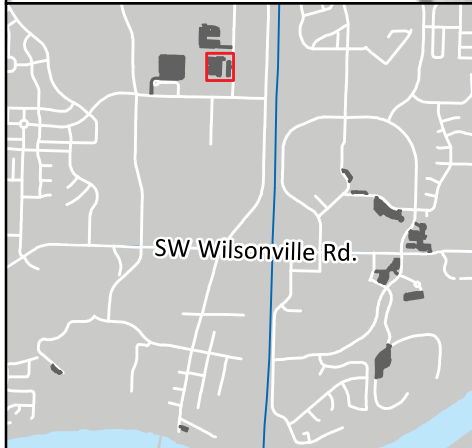
0 50 100  
Feet





Aerial does not match current construction.




SW Boberg Rd.



SW Wilsonville Rd.

## SMART / Fleet

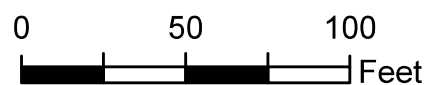
### Sweeping Schedule

-  Employee Parking
-  Maintenance Yard
-  Access Gate

Approx. 14,739 Square Feet

Approx. 70,265 Square Feet

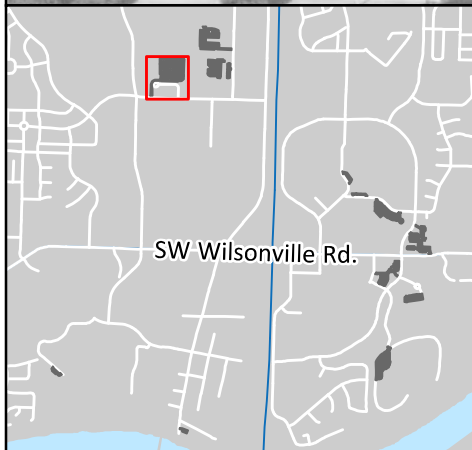
Coordinate access for entry.







SW Barber St.



SW Wilsonville Rd.

## WES Station

### Sweeping Schedule

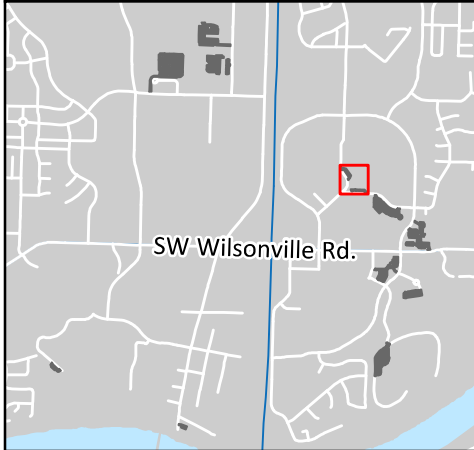
 Parking Lot

Approx. 172,385 Square Feet

0 50 100  
Feet

Page 18



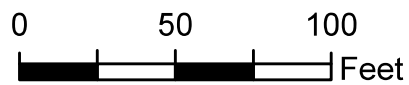


## Town Center Park

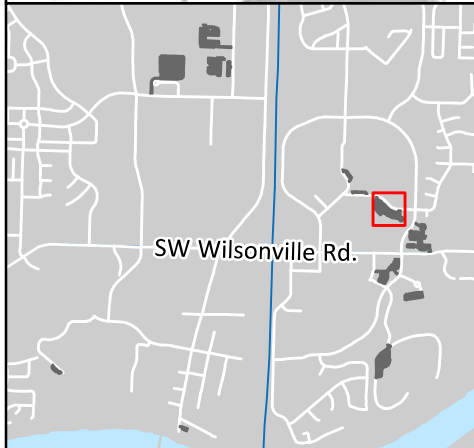
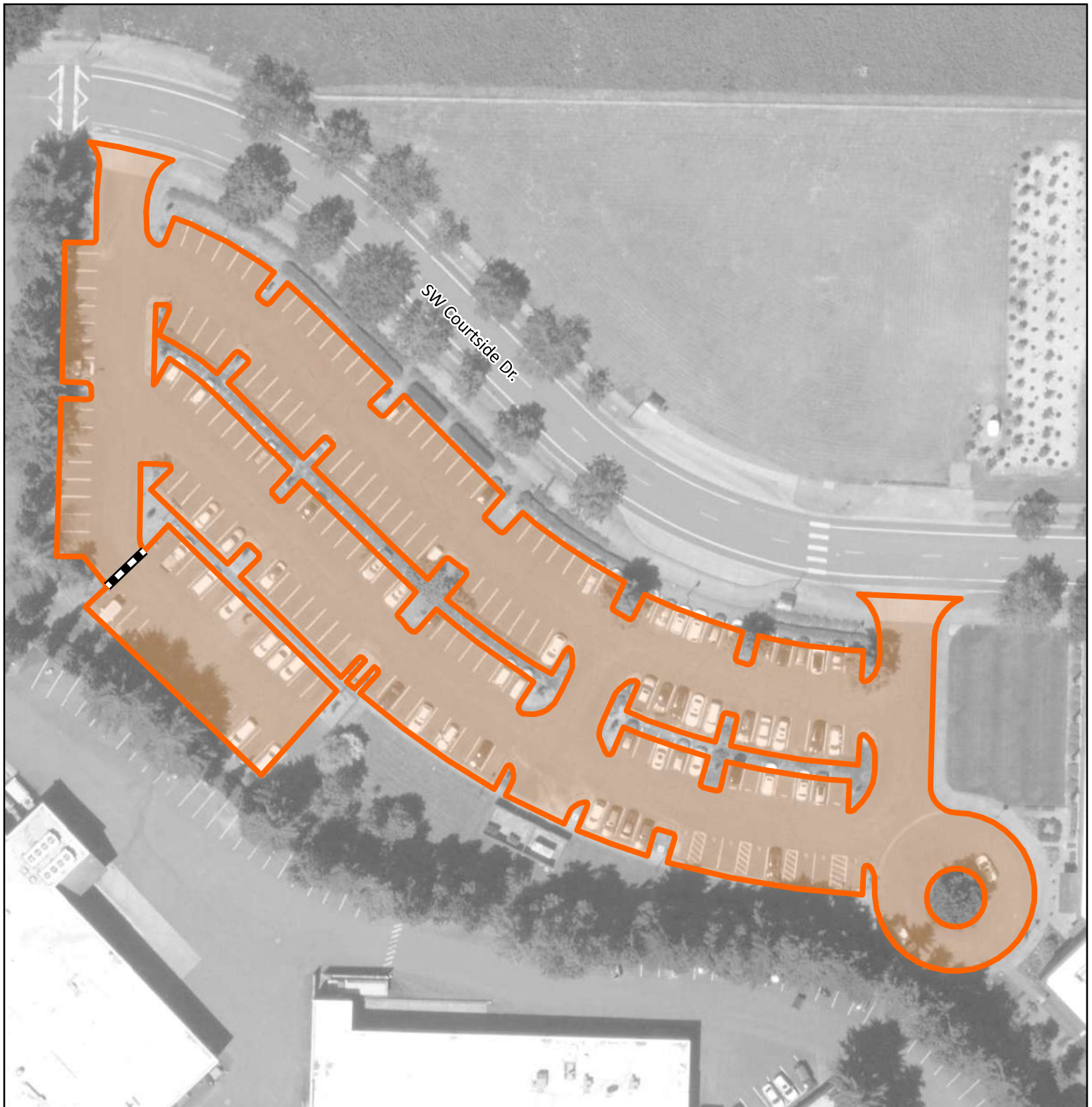
### Sweeping Schedule

 Parking Lot

Approx. 18,561 Square Feet







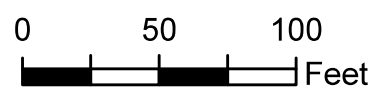
## City Hall

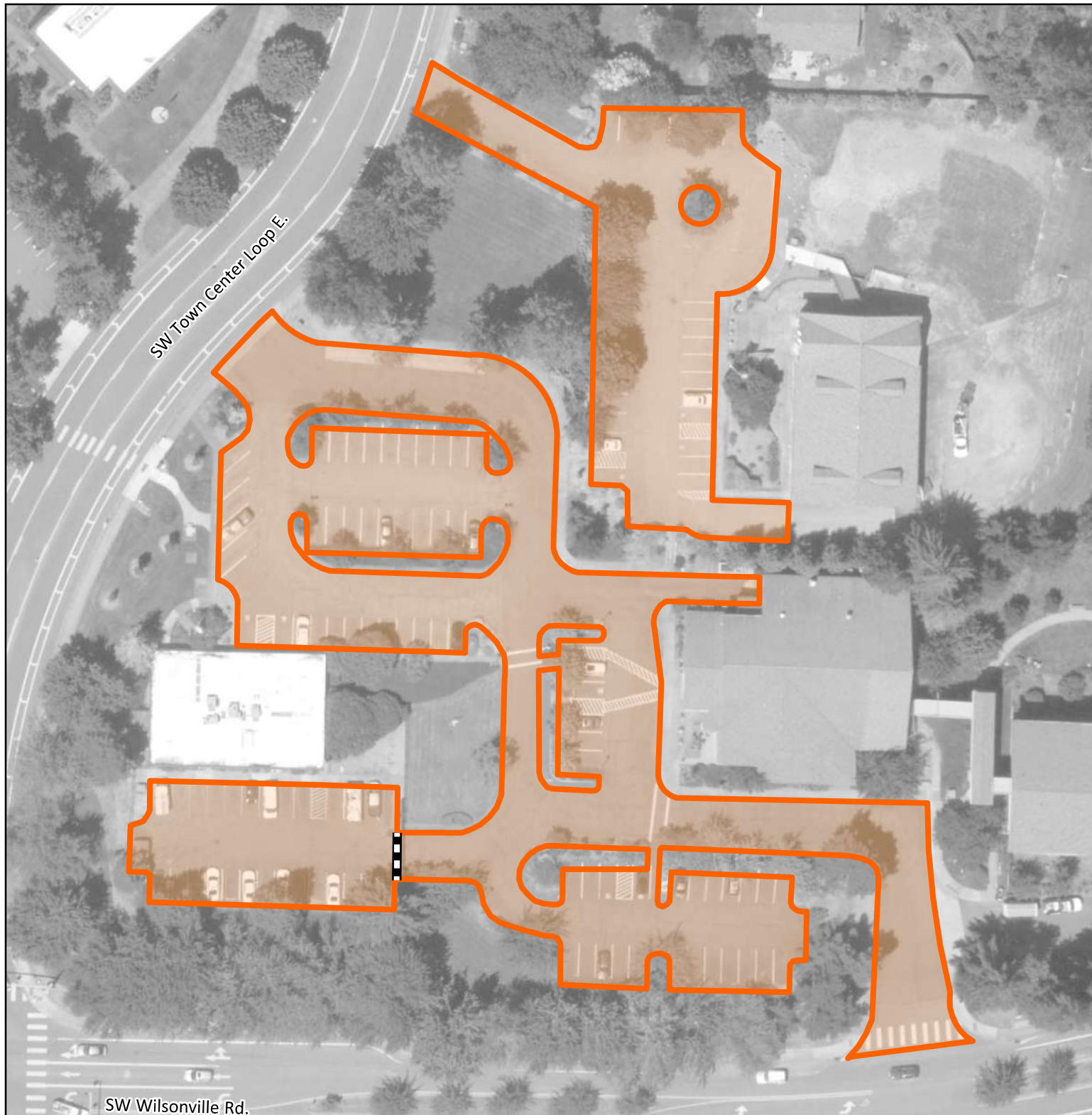
### Sweeping Schedule

-  Parking Lot
-  Access Gate

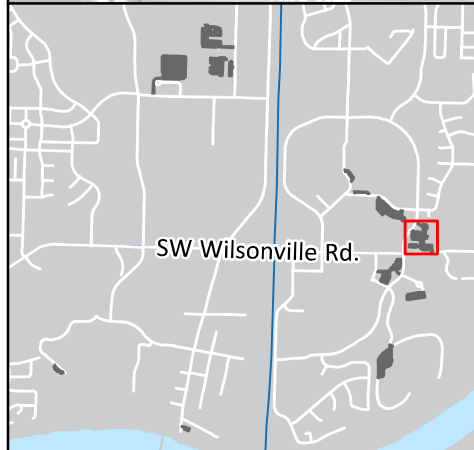
Approx. 73,789 Square Feet

Coordinate access for entry.





SW Wilsonville Rd.



SW Wilsonville Rd.

## Community Center, Police, Park Tech Parking

Page 21

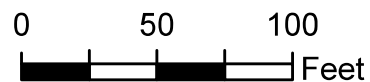
### Sweeping Schedule

 Parking Lot

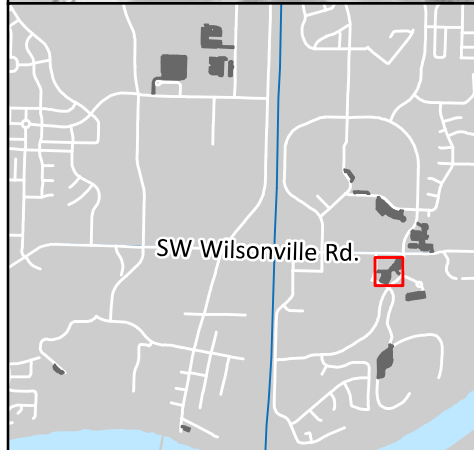
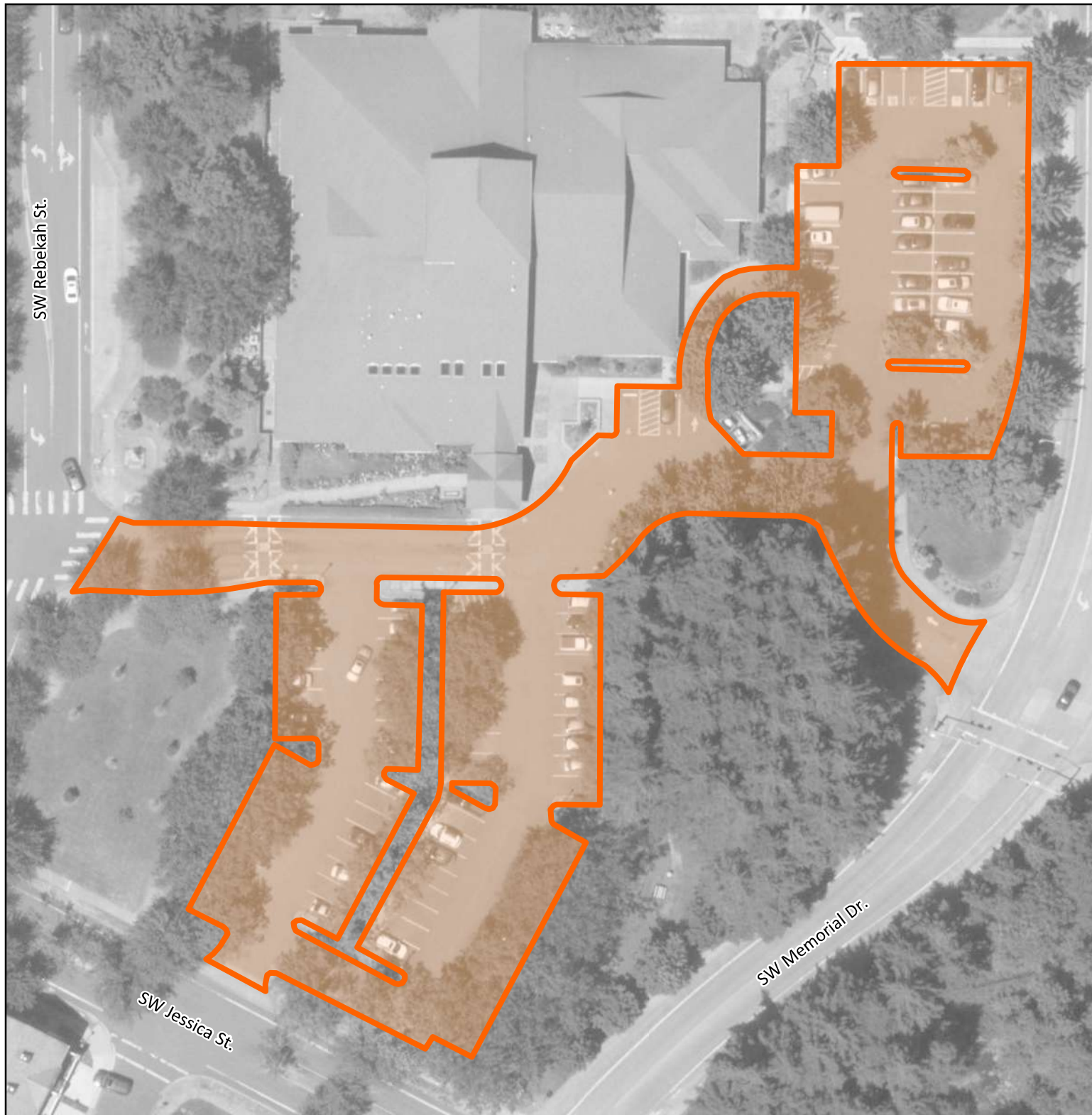
Approx. 78,265 Square Feet

 Access Gate

Coordinate access for entry.







## Library

### Sweeping Schedule

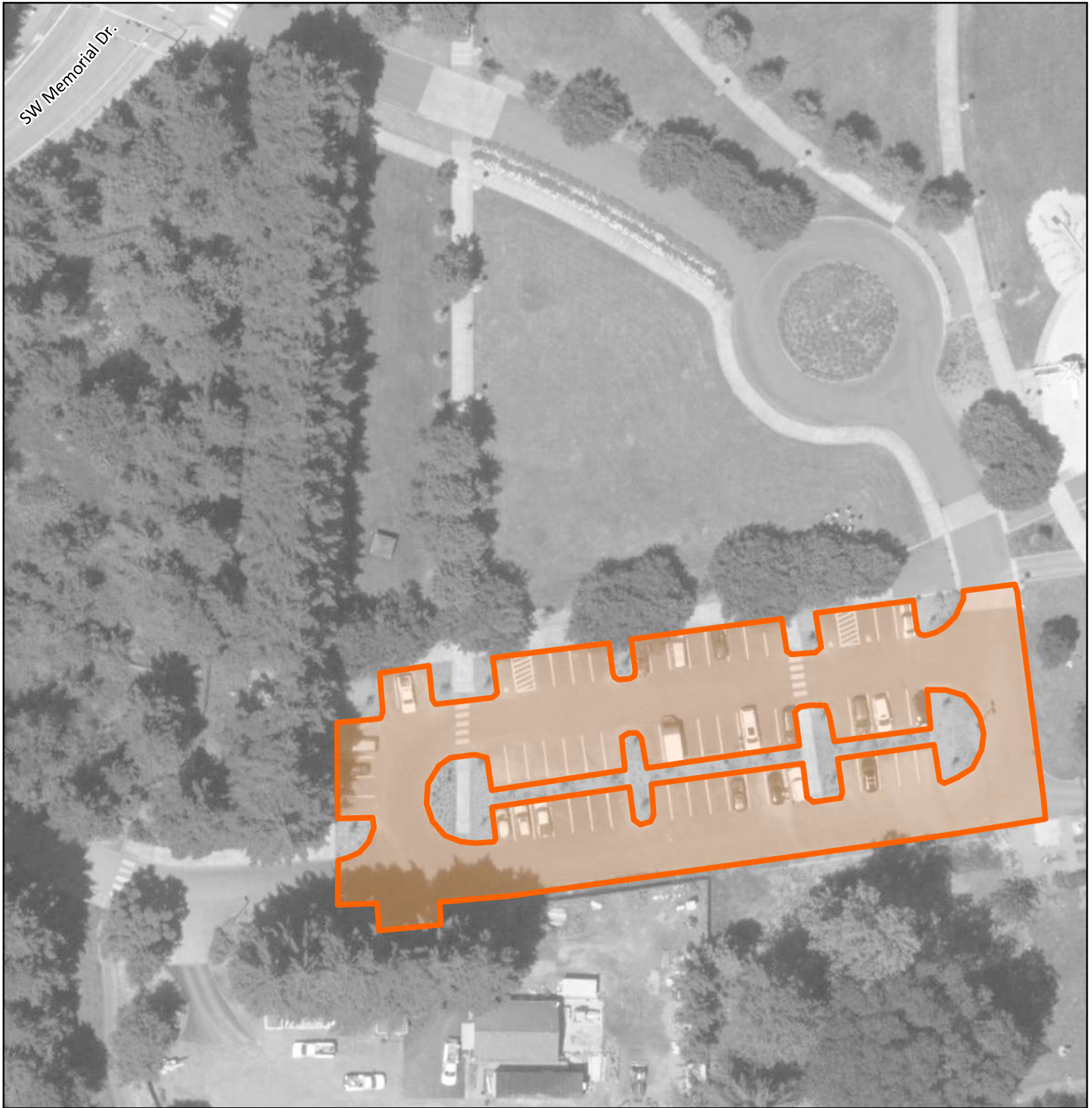
 Parking Lot

Approx. 55,623 Square Feet

0 50 100  
Feet



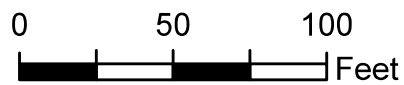


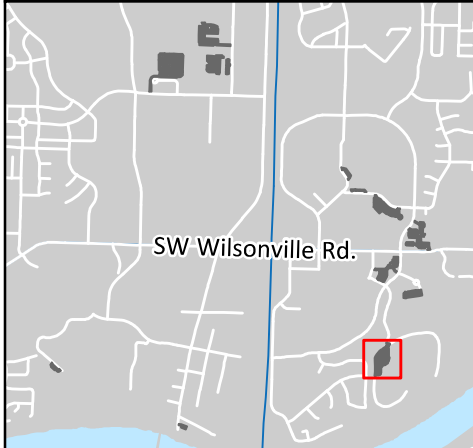


**Murase Plaza**  
**Sweeping Schedule**

 Parking Lot

Approx. 29,213 Square Feet



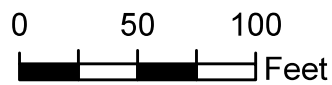


## Memorial Park

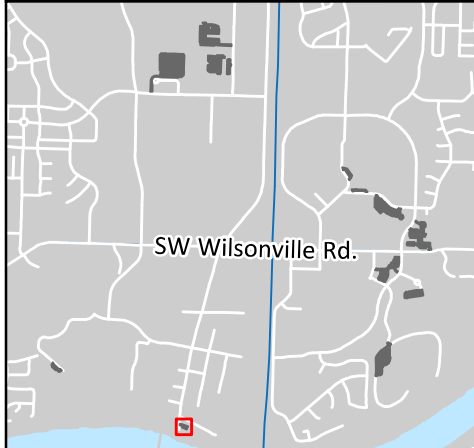
### Sweeping Schedule

 Parking Lot

Approx. 75,266 Square Feet





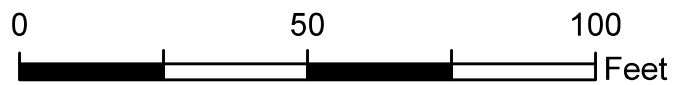


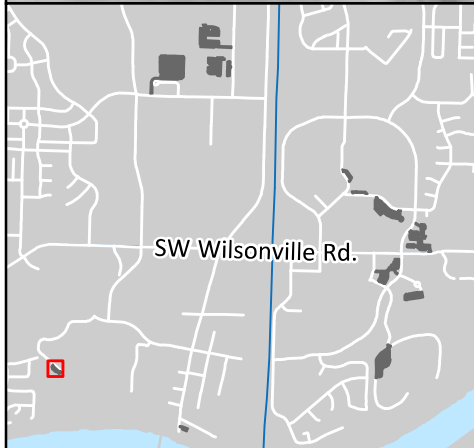
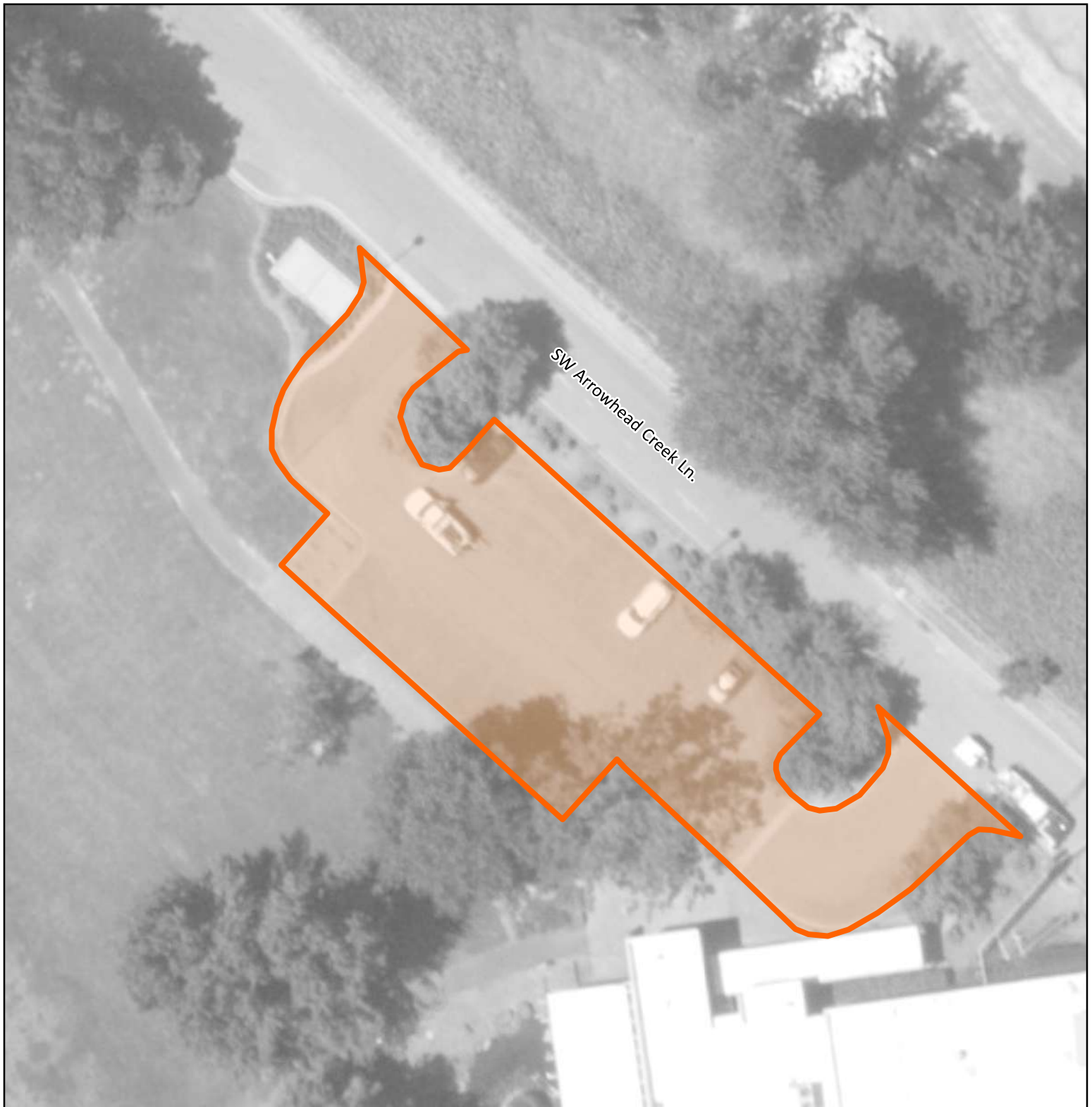
## Tauchman Park

### Sweeping Schedule

 Parking Lot

Approx. 7,278 Square Feet



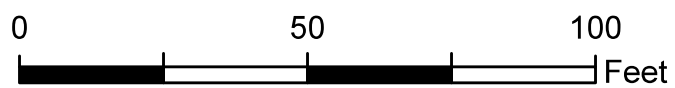


## Arrowhead Park

### Sweeping Schedule

 Parking Lot

Approx. 10,021 Square Feet



Page 26

