



**REQUEST FOR PROPOSALS #2018-102**

**FOR**

**Elevator Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Tralee Thorn  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: November 7, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

## **SCHEDULE**

Request for Proposals Issued.....	October 17, 2018
Protest of Specifications Deadline.....	October 24, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	October 31, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 7, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January, 2019

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, November 6, 2018** (“Closing”), to provide Elevator Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in January 2019 with work set to commence through June 30, 2024.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address, or may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Tralee Thorn, [tthorn@clackamas.us](mailto:tthorn@clackamas.us) or phone at 503-742-5453.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written

protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure 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 Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.



## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County is seeking Proposals from qualified vendors to provide maintenance and repairs of elevators found throughout Clackamas County buildings.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Clackamas County Facilities Management division is responsible for maintaining elevators and lifts in designated Clackamas County owned and leased buildings. These buildings provide essential administrative, emergency communications, law enforcement, health and social services, and infrastructure maintenance operations for the citizens of Clackamas County. The County is seeking contractors to provide maintenance services for fifteen (15) elevators and two (2) platform lifts in ten (10) designated Clackamas County owned facilities. Scope may include electric and hydraulic equipment, serving passenger and freight loads.

The awarded contractor shall provide all transportation, equipment, tools, materials, supplies, and labor to perform these services.

Awarded contract is anticipated to be for five (5) consecutive fiscal years, effective upon contract execution through June 30, 2024. Clackamas County fiscal year is July 1st through June 30th.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

The purpose of this RFP is to provide all necessary materials and labor to maintain and repair elevators found within Clackamas County buildings.

#### **General Requirements**

- The Contractor shall apply and pay for all necessary permits to perform any work associated with or described in this Request for Proposals. The county will be responsible for renewal permits to operate.
- Contractor shall perform scheduled work continuously until completed at each facility, unless delayed due to necessary repairs, for prescribed work breaks, or due to unsafe or unproductive conditions beyond the Contractor's control. Contractor shall immediately notify the Contract Administrator when such conditions arise and with an anticipated return date and time.
- Clackamas County will provide potable water access and 120v power supply for Contractor's operations. Any additional requirements or needs of the Contractor shall be included in their proposal.
- Contracted personnel may be required to provide valid photo identification and to pass a background check prior to entering restricted areas. Contract Administrator shall inform Contractor in writing of any requirements within seven (7) days following contract execution and no less than forty-five (45) days prior to each service period thereafter. Contractor shall submit Information required for these background checks to the Contract Administrator no less than thirty (30) days in advance of service.

On scheduled service dates, contracted personnel are to report to Contract Administrator or their designee to be escorted to and through restricted areas by appropriate County personnel.

- Contractor shall provide Contract Administrator copies of current licenses for each technician prior to technician performing any work under this contract.
- Contractor shall schedule, perform, and document all work in compliance with the State of Oregon and local jurisdiction requirements, in accordance with industry best management practices and manufacturer specifications, and to maintain all product warranties.
- Contractor shall follow all applicable American Society of Mechanical Engineers (“ASME”) Codes, Standards, and referenced publications, current at time of service, including but not limited to:
  - A17.1 Safety Code for Elevators and Escalators.
  - A17.2 Guide for Examination of Elevators, Escalators, and Moving Walks.
  - A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts.
- Contractor shall take reasonable precautions to protect all adjacent improvements, such as utility infrastructure, buildings, vehicles, equipment, hardscape, irrigation and lighting systems, and softscape, from work performed. County reserves the right to restrict the use of any methods and products that may cause damage to facilities or harm to surrounding environments.
- Contractor shall provide a written Maintenance Control Program for each Service Location as prescribed by ASME, and maintain updates.
- Contractor shall maintain all records and reports included by not limited to record of all equipment and component replacement, including date replaced, make, model, version, serial number, location (facility and space) installed, and space served, so that County may maintain current systems inventory.
- All deficiencies and corrective actions must be documented on service records. If a deficiency can be corrected at the time of examination/testing, then only one record is required. If a deficiency requires the technician to address a replacement or repair on a return visit, then a deficiency report shall be submitted at time of initial examination/testing, and then a corrective action report submitted upon satisfaction of examination/testing.
- Contractor shall provide electronic or hard copy of all product warranties and manuals with related invoicing for any replaced or repaired components and equipment.
- This contract and related subcontracts or reciprocal agreements may not be assigned or services otherwise supported outside of contract agency without a minimum thirty (30) day advance notice and written approval by the County.

### **Appearance and Conduct**

Contractor personnel shall wear a standardized outer garment in good condition that clearly identifies the name of the Contractor while performing contracted duties on County property. Contractor personnel shall perform all services in a professional manner, and any concerns or grievances shall be reported to the Contract Administrator.

### **Safety and Security**

Contractor field technicians shall be trained and competent to safely perform their duties, wear appropriate personal protective equipment (“PPE”), and follow all procedures to safely operate equipment and apply products. Contractor shall also immediately report to Facilities Management main phone line any injuries and vandalism or other damage on County facilities, as well as any observed potential hazards to person or property.

### **Safety Data Sheets (“SDS”)**

Contractor shall clean up after all services on-site, including collecting and properly disposing of all equipment, components, scrap materials, and debris; and sweeping, vacuuming, and/or wiping down work site. Materials shall be diverted from landfill to the maximum extent possible, in accordance with the County’s Sustainability Policy Disposal of Waste hierarchy. Loose dry recyclable paper and packaging may be disposed in County recycling containers on site. Bagged trash may be disposed in County trash containers on site. Contractor shall return worn components to supplier for remanufacturing where applicable, and collect all regulated and bulky scrap recyclable materials, such as spent or damaged batteries, electronic materials, and metal casing, and deliver to the County for proper recovery.

### **Site Clean-up and Disposal**

Contractor shall clean up after all services on-site, including collecting and properly disposing of all equipment, components, scrap materials, and debris; and sweeping, vacuuming, and/or wiping down work site. Materials shall be diverted from landfill to the maximum extent possible, in accordance with the County’s Sustainability Policy Disposal of Waste hierarchy. Loose dry recyclable paper and packaging may be disposed in County recycling containers on site. Bagged trash may be disposed in County trash containers on site. Contractor shall return worn components to supplier for remanufacturing where applicable, and collect all regulated and bulky scrap recyclable materials, such as spent or damaged batteries, electronic materials, and metal casing, and deliver to the County for proper recovery.

### **Elevator List / Locations**

<b>Facility Name</b>	<b>Location</b>	<b>Make</b>	<b>Model</b>	<b>Serial No.</b>
Bowman Training Center	12800 SE 82 <sup>nd</sup> Ave, Clackamas OR. 97015	Dover	7135	EH8019
Brooks Building	9101 SE Sunnybrook Blvd, Clackamas OR. 97015	Otis	AAA21241U	9229933
Brooks Building	9101 SE Sunnybrook Blvd, Clackamas OR. 97015	Otis	24	8619935
C-COM Building	2200 Kaen Rd, Oregon City OR. 97045	Montgomery Kone	?	?
Central Utility Plant Building	1710 Red Soils Ct, Oregon City OR. 97045	Montgomery Kone	5505-56	CP-HH- 91643
Courthouse - Courtroom 8	807 Main St, Oregon City OR. 97045	Saveria Incline Platform Lift		Pending Installation
Courthouse	807 Main St, Oregon City OR. 97045	Otis & Montgomery Kone		

Courthouse	807 Main St, Oregon City OR. 97045	Otis	AAA21305DH	201316293
Development Services Building (DSB)	150 Beavercreek Rd, Oregon City OR. 97045	Otis	ABA21241U	49900751
Development Services Building (DSB)	150 Beavercreek Rd, Oregon City OR. 97045	Otis	ABA21241U	49890751
Development Services Building (DSB)	150 Beavercreek Rd, Oregon City OR. 97045	Otis	ABA21241U	49880751
Development Services Building (DSB)	150 Beavercreek Rd, Oregon City OR. 97045	Otis	ABA21241U	48790750
Holman Building	821 Main St, Oregon City OR. 97045	Garaventa Lift	HY-US	33193
Public Services Building (PSB)	2051 Kaen Rd, Oregon City OR. 97045	Montgomery Kone	451H200	202153928 013794/30
Public Services Building (PSB)	2051 Kaen Rd, Oregon City OR. 97045	Montgomery Kone	451H201	202133938 013795/20
Public Services Building (PSB)	2051 Kaen Rd, Oregon City OR. 97045	Montgomery Kone	451H202	202153948 013796/20
Silver Oak Building	1810 Red Soils Ct, Oregon City OR. 97045	Otis	AAA21242E	628716160 9
Stokes Building	1024 Main St, Oregon City OR. 97045	Dover	EP-60-20	E-88172

### 3.3.2. Work Schedule:

Contractor shall preform work all routine maintenance on Facilities Management regularly scheduled work days, Monday through Friday, 7:00 AM to 6:00 PM, except for testing that may be facilitated by having a non-occupied building on any County holidays not observed by Contractor. In the event that work performed would require back-up power to be off-line, work may need to be scheduled for after business hours for the affected facility. Contractor shall perform examinations and tests in accordance with ASME recommended intervals, and routine maintenance in accordance with applicable manufacturer specifications. Contractor shall perform all routine work in the months of August, November, February, and May. The County shall provide protocols within two (2) County business days of contract execution, for processes such as notification of work to be performed. Contractor shall coordinate dates and times of

service with the Contract Administrator in order to minimize disruption of County business. Contractor shall confirm routine service dates and times at least ten (10) business days in advance in order for County to provide notice to occupants.

### **On-Call Services**

Contractor shall provide diagnostics, programming, and repairs identified during routine maintenance or upon request in writing by the County. All electrical repairs (line and low voltage) must be first authorized by the County Supervising Electrician. The County is responsible for maintaining all permanent and hard-wired back-up power supplies, as well as all data/communication systems, and for related wiring up to elevator and lift systems. Contractor is responsible for connecting/terminating power and data/communication to elevator and lift systems. Contractor shall provide a 24-hours per day manned phone line and alternate for emergency service requests, confirm requests within thirty (30) minutes, and technician(s) shall report to site within two (2) hours or as otherwise instructed to resolve or to provide interim solution and make recommendations and quote time and materials for repairs. Contractor shall respond on-site to all non-emergency trouble calls within twenty-four (24) hours of being notified by County, and complete any necessary repairs within seventy-two (72) hours.

### **Locations**

Clackamas County will provide a list of service locations for sites and current inventory of equipment. This list is subject to additions or deletions with a contract amendment. Any locations added during the term of this contract shall be under the rates of this contract. All locations shall be within Clackamas County bounds.

Access to and from County leased facilities, as well as from adjacent properties not occupied by the County, shall be the responsibility of the County to secure appropriate and legal permissions and with the Contract Administrator to coordinate scheduling with third parties.

#### **3.3.3. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2024**.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

Travel Expense Reimbursement is Authorized

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-45
Understanding of Scope of Work	0-30
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications (45 Points):

- Description of the firm.
- Credentials/licenses of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past three (3) years.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Understanding of Scope of Work (30 Points):

Description of the firm's ability to meet the requirements in Section 3.

### 5.4. Fees (25 Points):

Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. Fees and fee schedules should outline all estimated expenses, routine examinations, testing and maintenance, shall be quoted at a fixed rate itemized by the type of service, location and elevator unit, including labor, consumable product, equipment, and soft cost. On call maintenance services shall be quoted for regular, non-regular (including after-hour, weekends and holidays), and emergency labor rates.

### 5.5. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**#2018-102 Elevator Service Contract**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers 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 which 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 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 fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.



**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

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

Phone number: \_\_\_\_\_

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