



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

January 4, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Goods and Services Contract with Crystal Greens, LLC for Clackamas County Campus Landscape Services. Total contract value is \$1,708,560 over 3.5 years. Funding is through budgeted County General Funds.

Previous Board Action/Review	Briefed at Issues January 3, 2023		
Performance Clackamas	Build (maintain) a strong infrastructure. Ensure a safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Andrew Gray	Contact Phone	971-288-6702

EXECUTIVE SUMMARY: Clackamas County Facilities Management division is responsible for administering grounds construction and maintenance activities at currently over forty Clackamas County facilities throughout the County. These facilities provide essential administrative, emergency communications, law enforcement, health and social services, and transportation infrastructure maintenance operations for the citizens of Clackamas County.

Landscape services provided under this proposed contract will include softscape and hardscape grooming, fall leaf collection and removal, irrigation management and repair, integrated soil amendment, fertilizer, and pest control management, as well as on-call services including but not limited to: snow and ice removal, storm clean-up, and soil analysis.

This request for proposal was advertised in accordance with ORS and LCRB Rules on Sept. 8, 2023, and closed on Nov. 2, 2023. Six landscape maintenance companies submitted proposals, and through the evaluation process, Crystal Greens was determined to be recommended for the award of this contract.

RECOMMENDATION: Staff respectfully recommends that the Board approve and sign this contract with Crystal Greens, LLC for Clackamas County Campus Landscape Services.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Director Finance

For Filing Use Only



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #8890**

This Goods and Services Contract (this “Contract”) is entered into between Crystal Greens, LLC (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of the Facilities Department for the purposes of providing Clackamas County Campus Landscape Services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2027, or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a monthly sum not to exceed **\$40,680** for standard landscaping services, with a total contract value not to exceed **one million seven hundred and eight thousand five hundred and sixty dollars (\$1,708,560.00)**, for performing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

facilitiesmaintenance@clackamas.us

- 5. Travel Expense Reimbursement.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. **Contractor and County Contacts.**

Contractor Administrator: Forrest Visscher Phone: 503-896-0305 Email: forrest.visscher@crystalgreens.com	County Administrator: Andrew Gray Phone: 971-288-6702 Email: agray@clackamas.us
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ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
6. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any

amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<input checked="" type="checkbox"/> Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required - 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.
<input type="checkbox"/> Required - Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required - Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

13. Delivery and Inspections.

- A. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may

either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 14. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance and Cerifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have

any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 22. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 24. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 29. Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written,

not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

30. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

31. Amendment. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Crystal Greens, LLC
P.O. Box 568
Clackamas, OR 97015

Clackamas County

Forrest R. Visscher 12/11/2023

Authorized Signature Date

Signature Date

Forrest R. Visscher / Business Development Executive

Name: _____

Name / Title (Printed)

Title: _____

357549-85

Oregon Business Registry #

Approved as to Form:

LLC

 12/11/2023

Entity Type / State of Formation

County Counsel Date

CCB #: 100140

LCB#: 7370

EXHIBIT A
RFP #2023-78
Clackamas County Campus Landscape Services
Published September 28, 2023



REQUEST FOR PROPOSALS #2023-78

**FOR
Clackamas County Campus Landscape Services**

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner**

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 2, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	September 28, 2023
Protest of Specifications Deadline.....	October 5, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	October 26, 2023, 5:00 PM, Pacific Time
Walkthrough	October 11, 2023, 10:00 AM, Pacific Time
Request for Proposals Closing Date and Time.....	November 2, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 1, 2024

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Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

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 2, 2023** (“Closing”), to provide Landscape Services for Clackamas County. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00008267.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

A **Non-Mandatory Walkthrough** will be conducted on October 11, 2023 at 10 :00 am PM. Proposers shall meet with County representatives via Zoom at the following link:

<https://clackamascounty.zoom.us/j/82807178813>

Meeting ID: 828 0717 8813

One tap mobile

+16699006833,,82807178813# US (San Jose)

+17193594580,,82807178813# US

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum.
LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us

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 proposals from Minority, Women, Veteran 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. 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 OregonBuys for any notices, 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 published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award 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 email, 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide routine and on-call grounds maintenance services to Clackamas County owned and leased.

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

Clackamas County Facilities Management division is responsible for administering grounds construction and maintenance activities at currently over forty designated Clackamas County facilities. These facilities provide essential administrative, emergency communications, law enforcement, health and social services, and transportation infrastructure maintenance operations for the citizens of Clackamas County.

3.3. SCOPE OF WORK

3.3.1. Scope:

Services include irrigation management and repair, integrated soil amendment, fertilizer, and pest control management, softscape and hardscape grooming, as well as on-call services including but not limited to: snow and ice removal, storm clean-up, and soil analysis.

SERVICE LOCATIONS

See attached Service Locations list (“Service Locations”). This list may be updated with a contract amendment to add or remove services or locations. Any locations or services added during the term of this contract shall require a written estimate to be reviewed and approved before inclusion into the contract. Clackamas County reserves the right to award work to other contractors for work on buildings or for services not specifically contemplated in this RFP. The County does not use “preferred vendors”. All locations shall be within the Clackamas county boundaries.

DEFINITIONS

Softscape refers to all living cultivated elements of a landscape, including but not limited to trees, shrubbery, ground cover, and seasonal plantings.

Hardscape refers to hard materials in the built environment such as wood, stone, metal, and concrete that are incorporated into a landscape. This includes paved areas such as pedestrian pathways, driveways, parking lots, retaining walls, as well as shelters, seating areas, and sculptures or other solid aesthetics.

Pesticides include herbicides, insecticides, fungicides, rodenticides, and other substances used to eliminate or deter pests from doing harm to soft and hardscape.

QUALIFICATIONS

Contractor shall maintain an Oregon Landscape Contracting Business License in good standing for all license phases; Maintain an Oregon Commercial Pesticide Operator License; Maintain any local requirements to provide these services within all jurisdictions as described in this contract; Have a minimum five (5) years of experience providing grounds maintenance and incidental replacement of plantings, application of softscape pesticides, and irrigation systems maintenance and repairs.

Contractor shall provide lead personnel on site at all times where work is being performed who has a minimum three (3) years of commercial grounds maintenance experience, maintains an Irrigation

Association CIT or comparable professional certification, and is proficient in speaking and reading English.

Technicians applying pesticides must be licensed in good standing with the Oregon Department of Agriculture appropriate to their activity and level of supervision.

Field staff performing all other services must be competent to safely perform requested services.

All additional training and certification held by Contractor and employees shall be maintained at minimum as provided upon contract award and as prescribed by industry, such as maintaining continuing education requirements.

Additional Requirements:

- All work shall be performed in compliance with the State of Oregon and local jurisdiction requirements and industry best management practices.

SECURE ACCESS

County will provide photo ID access cards to only Contractor and lead service personnel for access to gated grounds. Upon contract execution, contractor shall provide a list to the County contact with full legal name and position for each person requiring access. The County shall contact the Contractor to schedule appointments to issue access cards, and each person shall show valid ID at appointment. County shall provide escorts inside of secured facilities when necessary.

EQUIPMENT

Contractor shall own and maintain in legal, safe, and working order, and be able to readily transport equipment and fuel for all prescribed Routine and On-Call Services.

Equipment and tools shall be appropriate for and to maximize cost efficiencies of each application. For example, riding mowers rather than walking mowers shall be utilized on larger turf areas.

All preventative maintenance and repairs to equipment shall be performed off-site.

24-HOUR CONTACT

Contractor shall provide a 24-hours per day manned phone line and alternate for urgent service requests. Requests shall be confirmed within thirty (30) minutes; lead(s) and technician(s) shall report to designated site within two (2) hours or sooner, or as otherwise instructed. Contractor shall perform corrective actions under direction and approval of the County i.e. Snow and Ice removal and mitigation, or give recommendations and provide a quote for On-call Services such as for Storm Clean-Up.

ROUTINE SERVICES

Contractor shall visit each site a minimum of once weekly to perform any necessary routine services and to survey any corrective actions.

IRRIGATION MANAGEMENT

Maintain all irrigation systems in good repair and operational during watering season at designated Service Locations. Adjust run-times as needed throughout dry season to provide proper coverage and to minimize water usage necessary for healthy plantings.

Incidental Repairs

Maintenance crews shall keep on-hand irrigation tools, materials, and routine replacement parts, such as sprinkler heads, in order to perform timely and cost effective repairs. Incidental repairs have a maximum dollar amount of \$250 for each occurrence as part of this contract. If repair work exceeds this amount, an estimate shall be provided to the County for review and approval or denial.

Spring Start-Up

When scheduled by County, annually prior to dry season, inspect all irrigations systems, flush lines, clean filters and debris around heads, repair/replace defective/broken/missing parts, confirm all programmed schedules, and then activate all systems.

Fall Shut-Down

When scheduled by County, annually prior to freezing temperatures, set all irrigation systems to “off” (in order to maintain programmed schedules), open all electric and manual valves, and drain all lines and insulate all exposed valves and hose bibs to prevent damage to system components from freeze expansion.

SOIL AMENDMENTS, FERTILIZERS, PEST CONTROLS

In order to maximize soil and plant health and to minimize the exposure of persons, animals, adjacent plantings and property to toxic and corrosive products, all soil amendments, fertilizers, and pest controls shall be applied following integrated best practices in accordance with all State of Oregon and local storm water run-off pollution, wastewater discharge, and pesticide management requirements and manufacturer’s prescribed guidelines.

Turf is to be maintained with full coverage and even natural coloring. Turf dyeing is not allowed.

See also *Product Specifications & Safety Data Sheets (SDS)* section.

SOFTSCAPE & HARDSCAPE GROOMING

SOFTSCAPE

All softscape shall be kept free of dead, diseased, or damaged material and neatly trimmed to edges of all hardscape with horizontal and up to fifteen (15) feet vertical clearance for safe vehicle and pedestrian access and visibility and in accordance with OAR 812-002-0300 and local code. Any tree limbs greater than three (3) inches in diameter requiring removal shall be considered an On-Call Service or contracted outside of the contract.

Pruning

Pruning shall follow seasonal best practices for plant health and bloom, including but not limited to the International Society of Arboriculture (ISA) and the American Society for Horticultural Science (ASHS) prescribed practices.

Turf

Turf is to be kept mown at a minimum uniform height for designated use and maximize turf health. Turf perimeters are to be manually or mechanically maintained with neat and even edges, and with cut-outs around sign posts, monuments, shrubbery, trees, sprinkler heads, lighting fixtures, and utility boxes/vaults/pedestals (valves, meters, controls). Edging shall occur at the same frequency of turf mowing.

Contractor shall not use mulching blades, unless otherwise instructed by the County, and all turf trimmings are to be collected and properly disposed.

Chemical edging shall not be utilized without prior authorization from the Landscape Coordinator.

HARDSCAPE

All hardscape, including, but not limited to parking lots, driveways, and paved pedestrian pathways and spaces shall be maintained clean of all trash, weeds, moss, and landscape trimmings and debris. All concrete surfaces shall be swept clean of dry chemical treatments (to prevent staining and corrosion). See also Pressure Washing under On-Call Services.

ON-CALL SERVICES

On call Services and any other services that are not part of the contract shall have an estimate prepared for review and approval before commencing work. Estimates shall include all labor, materials, markups, profit, and incidentals required to perform and complete the task. Estimates shall be itemized, with a not to exceed (NTE) total. Invoices for completed work shall reference the estimate when submitted for payment.

Soil Aeration

Mechanical and/or manual soil aeration shall be provided upon request in order to maintain plant health.

Soil Analysis

Contractor shall collect soil samples and provide analyses of soil composition and condition, in order to best manage landscape health. Sampling and testing shall comply with current ASTM or US EPA standards as appropriate. A copy of each soil analysis report shall be submitted to the Landscape Coordinator within ten (10) business days of request.

Storm Clean-Up

Provide clean-up of trash and landscape debris, including downed trees and branches, generated by storms within one business day of notification and storm safely passing. If scope and/or scale are beyond Contractor's capabilities to complete in a timely manner, the County reserves the option to solicit other service providers.

Snow & Ice Removal

Provide support for snow removal and application of ice melt for County maintained parking lots, drive aisles, and paved pedestrian access up to building entrances in locations specified in the Service Locations list. The County shall supply all ice-melt product in dry granular form.

County shall notify the Contractor 24 hours in advance of potential events, when possible, and confirm services required by 0200. Sites shall be serviced for requested locations no later than 0600.

CORRECTIVE ACTIONS & REPAIRS

All irrigation repairs shall be performed consistent with the Irrigation Association's Landscape Best Management Practices and completed and system operational within three (3) calendar days.

Contractor shall replace all incidental dead and damaged or diseased softscape with approval of County contact and consistent with the appropriate International Society of Arboriculture (ISA) Planting Details and Specifications. Contractor is to remove only trees and stumps up to four (4) inches in diameter at ground level and up to fifteen (15) feet in height, in accordance with OAR 812-002-0300.

The County shall be responsible for soliciting any necessary arborist reports from independent contractor(s) and obtaining permits.

Reapplication of bulk materials, such as gravel, mulch, and bark dust on pathways shall be solicited separately and competitively outside of this contract.

Pressure Washing

County may request pressure washing services of horizontal hardscape surfaces, retaining and perimeter walls. All pressure washing shall be performed in accordance with all State of Oregon and local storm water pollution and wastewater discharge requirements.

Graffiti Removal

The County shall be responsible for all graffiti removal in order to ensure compliance with criminal documentation and reporting, and proper treatment of surfaces.

New Installations

New installations of irrigation systems, soft and hardscaping shall be solicited separately and competitively outside of this contract. This contract does not preclude the opportunity for the Contractor to quote on new installations for the County, nor does it guarantee a separate contract award.

COLLECTION & DISPOSAL

Contractor shall collect and dispose of all landscape trimmings, trash, and bulky debris from grounds of Service Locations. Materials shall be diverted from landfill to the maximum extent possible, in accordance with the County's Sustainability Policy Disposal of Waste hierarchy.

Loose recyclables may be disposed in County recycling containers on site. Bagged trash may be disposed in County trash containers on site. Stem wood shall be cut into maximum sixteen (16) inch lengths and hauled to designated locations to be distributed as firewood. Green waste shall be hauled off-site to appropriate recovery facilities. Contractor may check with County for bulky or regulated items disposal options.

The County's janitorial services are responsible for servicing waste receptacles within fifty (50) feet of building entrances, and Facilities Management is responsible for servicing dog waste receptacles.

SCHEDULES

Contractor shall service all locations on the Red Soils Campus and in downtown Oregon City on Fridays and Saturdays only. All other locations may be serviced Monday through Thursday as needed.

Irrigation systems shall operate only while facilities are closed, and shall be scheduled to shut off in the morning as close to daylight hours as possible to maximize plant use of water in root zones.

The County reserves the option to change schedules with a minimum five (5) business days' notice in writing to the Contractor.

ROUTINE INSPECTIONS

The County shall provide minimum monthly inspections of all grounds, including irrigations systems, and shall notify the Contractor in writing of any deficiencies or concerns along with a reasonable expected time to resolve.

REGULAR MEETINGS

The County shall schedule regular meetings once every three (3) months with Contractor to review contract compliance and to discuss seasonal expectations.

PRODUCT SPECIFICATIONS & SAFETY DATA SHEETS (SDS)

For purposes of this contract, Contractor shall apply controls in accordance with the *Integrated Pest Management Plan for the Surface Water Management Agency of Clackamas County, Clackamas County Service District No. 1, and the City of Happy Valley*, as adopted December 2012, until Plan is superseded or a comparable plan is adopted by Clackamas County.

All products, such as soil amendments, mulching, barriers, and pest treatments, shall be first approved for their specific application and schedule in writing by the County.

Contractors are required to provide current product specifications and Safety Data Sheets (SDS) prior to scheduling services for all chemicals used on Clackamas County grounds, including, but not limited to, fuels, treatments, and cleaners.

APPEARANCE AND CONDUCT

All contractor personnel shall wear a standardized outer garment in good condition that clearly identifies the contractor while performing contracted duties on County property. All services shall be performed in a professional manner, and any concerns or grievances shall be reported to the County.

SAFETY & SECURITY

All contractor personnel 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 provide a list of all PPE provided to each position.

Contractor shall immediately report to 911 any crimes in action or other emergencies.

Contractor shall immediately report to Contract Administrator any injuries and vandalism or other damage on County facilities, as well as any observed potential hazards to person or property.

DELIVERABLES

The following deliverables shall be e-mailed in PDF, Word Doc or Excel sheet format to the Contract Administrator:

Provide an irrigation schedule for each station by address a minimum of five (5) County business days prior to activating irrigation. Schedule shall identify which controller and include days of week, start time, run time, and type of planting served (turf, other groundcover, shrubs, trees, seasonal).

E-mail a weekly log of all Routine and On-call corrective actions by address before Monday at 0700 for the previous week, Saturday through Friday. Corrective actions include all minor irrigation repairs. County to provide log format.

Bi-weekly (twice a month) log of other noted issues including plant and turf care needs as well as damaged or failing landscaping.

SUSTAINABILITY

In order to promote responsible social, economic, and environmental practices, contractors are to perform and make recommendations in accordance with the Clackamas County Policy on Sustainability Practices, found at <http://www.clackamas.us/sustainability/sustainabilitypolicy.html>.

BEST PRACTICES

To the best extent possible, offer quotes that provide industry certification or other verifiable documentation for sustainable best practices that meet or exceed specifications, such as, but not limited to: energy efficiencies, emissions reductions, nontoxic alternatives, sustainably produced or harvested, remanufactured, repurposed, and percent post-consumer recycled content, where applicable.

SUBCONTRACTING

This contract may not be assigned or services otherwise subcontracted with the exception of Soil Analysis.

WARRANTY

Contractor shall be responsible for the viability of replacement plantings up to one year. If a plant dies or becomes infested, infected, or otherwise diseased beyond recovery, it shall be replaced by the Contractor at no expense to the County. If the Contractor effects repairs on irrigation systems as part of incidental work, those repairs will also carry a warranty of one year.

INVOICING

Subtotal costs by appropriate purchase order, then facility, with brief description of work performed in order by date. On-Call Services shall be itemized and invoiced separately from Routine Services, but shall accompany monthly invoices to paid collectively.

Invoices shall be billed no more frequently than monthly and received by Facilities Management within thirty (30) calendar days of service performed.

Contractors are required to provide documentation of disposal of any bulky and regulated items generated from County facilities with monthly invoices as needed.

Contract Invoicing:

Subtotals

Quotes shall subtotal Labor, Purchased Product, and all Other Charges separately.

Itemizing

Quotes shall itemize at least the following costs with a brief description and appropriate units of measurement:

On-Call Labor Rates

For On-Call Service, itemize all regular and non-regular rates for each position or type of work, as applicable. Define when non-regular rates and minimum charges may apply. Rates are to be provided in units of U. S. dollars per hour.

On-Call Product Rates

For on-call repairs and replacements, quote the mark-up rate(s) over cost for product.

Other Charges

Itemize all other charges/fees/soft costs, such as minimum, estimating, and trip/fuel charges, shipping, handling, and permits. If applicable, trip charges may be applied only once per service day or per call – not per location.

DOCUMENTATION

The County shall provide a copy of the appropriate Purchase Order prior to work commencing.

All documentation submitted to Facilities Management shall be submitted completed and typed or printed legibly. Any incomplete, unclear, faded or otherwise illegible documentation will not be considered received, and contractor will be notified to resubmit.

The following items are included and incorporated within this RFP:

- Service Locations
- Task Matrix

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2029**.

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 <https://www.clackamas.us/finance/terms.html>.

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 initially 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>
Experience	0-40
Qualifications	0-30
Best Practices	0-20
Fees	0-10
Available points	0-100

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. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.

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.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

5.2. Experience:

Résumé for the Contractor, showing a minimum five (5) years of experience providing landscape maintenance and incidental replacement of plantings, application of landscape pesticides, as well as irrigation systems maintenance and repairs.

Résumé for each Lead Personnel, have a minimum three (3) years of commercial grounds maintenance experience, current Irrigation Association CIT or comparable professional certification, and proficient in speaking and reading English.

Résumé for each Technician applying pesticides showing that they are licensed in good standing with the Oregon Department of Agriculture appropriate to their activity and level of supervision, including copy of all professional licenses and certifications.

Summary detail of other field staff that will be assigned to services under this contract and their level of training and experience, including a statement that field staff are competent to safely perform requested services.

Documentation of the 3 largest clients serviced by the Contractor in the last 7 years, including all services provided, frequency of those services, and length of relationship.

5.3. Qualifications:

Provide a statement of compliance to operate under all requirements of jurisdictions for all service locations under this contract.

Provide a copy of Oregon Landscape Contracting Business License in good standing for all license phases.

Provide a copy of Current Oregon Commercial Pesticide Operator License.

Provide a copy of current Irrigation license.

5.4. Best Practices

Describe your environmentally responsible best practices each for maintaining green and even turf, pruning ornamental shrubs, and managing burrowing pests such as gophers.

Describe how materials, including fall leaf litter, are collected from service locations and delivered to point of disposal.

List your primary and alternate disposal facilities for green waste and wood waste.

5.5. Fees

Provide yearly cost for tasks outlined. Fees shall include labor, materials, profit and overhead, as well as all incidentals required to perform listed services. In addition to the Not to Exceed Yearly cost, provide hourly rates that provide on-call work, weekend work, and emergency work.

5.6. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required references may not be from County staff, but additional references may be supplied.

5.7. Completed Proposal Certification (see the below form).

Service Locations

FM No.	Facility Name	Street No.	Street	Address Zip	Holding	Irrigated	Access ¹	DEQ
3000	Development Services Building (DSB)		150 Beaver Creek Road	97045	Owned	✓		
4900	Beaver Creek Health & Wellness Center		110 Beaver Creek Road (1425)	97045	Owned	✓		
1991	Beaver Creek Health & Wellness Center Annex		112 Beaver Creek Road (1431)	97045	Owned	✓		
4200	Red Soils Plaza		West of intersection at Beaver Creek Road and K	97045	Owned	✓		
8000	Public Services Building (PSB)		2051 Kaen Road	97045	Owned	✓		
0100	Juvenile Programs Building		2100 Kaen Road	97045	Owned			
4600	Juvenile Annex		2106 Kaen Road	97045	Owned			
3890	Juvenile Modular		2125 Kaen Road	97045	Owned			
0500	C-COM Building		2200 Kaen Road	97045	Owned	✓	Secure	
0190	Juvenile Skills Center		2100A Kaen Road	97045	Owned			
8700	Jail Work Crew Facility		2100H Kaen Road	97045	Owned			
0007	Jail Mail Room		2110A Kaen Road	97045	Owned			
0895	Jail Shipping & Receiving		2110B Kaen Road	97045	Owned			
5150	Memorial Grove		West of 2121 Kaen Road	97045	Owned	✓		
3800	Juvenile Building		2121 Kaen Road (Includes 212)	97045	Owned			
5300	Transition Center (formerly South Station)		2223 Kaen Road (includes 221)	97045	Owned	✓	Secure	
1100	TS-1 Building		1021 Courthouse Rd	97045	Owned	✓		
5000	Women, Infants, and Children (WIC) Office		1011 Courthouse Rd	97045	Owned			
0290	OSU Extension Service Annex		168 Warner Milne Road	97045	Owned	✓		
0200	TS-2 Building		168 Warner Milne Road	97045	Owned	✓		
3200	OSU Extension Service		200 Warner Milne Road	97045	Owned	✓		
9300	A Safe Place Family Justice Center for Clackama		256 Warner Milne Road	97045	Owned	✓		
5100	Vacant Lot		South of Warner Milne Road and	97045	Owned			
9500	Central Utility Plant (CUP) Building - CAM		1710 Red Soils Court	97045	Owned	✓		
9400	Silver Oak Building		1810 Red Soils Court	97045	Owned	✓	Secure	
0005	Public Safety Training Center (PSTC)		12700 SE 82nd Avenue	97015	Owned	✓		Annual
9000	Bowman Training Center (formerly North Station)		12800 SE 82nd Avenue	97015	Owned	✓	Secure	Annual
5800	Brooks Building (formerly Sunnybrook Building)		9101 SE Sunnybrook Boulevard	97015	Owned	✓	Secure	
9800	Kellogg Creek Water Resource Recovery Facility		11525 SE McLoughlin Boulevard	97222	Owned	✓	Secure	
6400	Dog Services		13141 SE Highway 212	97015	Owned	✓		
7600	Vacant Lot		16641 Champion Way	97055	Owned			
9700	Tri-City Treatment Plant		15941 S Agnes Avenue	97045	Owned	✓	Secure	
0900	Courthouse		807 Main Street	97045	Owned	✓		
0400	Holman Building (formerly Bunick Building)		821 Main Street	97045	Owned			
4100	Liberty Plaza		815-817 Main Street	97045	Owned	✓		
5700	Stokes Building		1024 Main Street	97045	Owned	✓		
6300	11th & Main Parking Lot		1102 Main Street (NEC 11th and	97045	Owned	✓		
5700	11th & Center Parking Lot		SWC of 11th and Center Streets	97045	Owned			
6000	Willamette Building		104-112 11th Street	97045	Leased	✓		
	Lake Road Property		6605 SE Lake Rd	97045	Owned	✓		
	Genoa Health Care		39740 Pleasant St	97045	Owned	✓		
1015	Transportation Services Building		19246 Wacheno Pkwy	97045	Owned	✓	Secure	

¹ Secure = All or part of grounds behind fencing that require key/code access that will be provided to contracted lead personnel only.
 Controls = Irrigation controls are located in secured area that require key/code or escorted access.

Clackamas County Facilities Management Typical Grounds Maintenance Task Schedule

TASK	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	VISITS / YR
SWEEP WALKWAYS & BUILDING ENTRIES	W	W	W	W	W	W	W	W	W	W	W	W	52
MAINTAIN PLANTED BEDS	W	W	W	W	W	W	W	W	W	W	W	W	52
MOW AND EDGE TURF AREAS	W	W	W	W	W	W		W	W	W	W	W	42
TRIM SHRUBS & GROUND COVER	B	B	B	B	B				B	B	B	B	19
PRUNE PLANTS & TREES*					X	THROUGH	X						1
START UP IRRIGATION										X			1
MONITOR IRRIGATION	W	W	W	W						W	W	W	30
WINTERIZE IRRIGATION				X									1
APPLY WEED CONTROL - HARDSCAPED AREAS	B	B	B	B					B	B	B	B	16
APPLY WEED CONTROL - SOFTSCAPED AREAS			M	M	M				M	M	M	M	7
APPLY WEED CONTROL - PRE-EMERGENT				X						X			2
APPLY FERTILIZER - TURF			M		M			M		M		M	5
APPLY SOIL CONDITIONER (LIME) - TURF					X			X					2
APPLY FERTILIZER - SHRUBS & GROUND COVER					X				X				2
REMOVE SNOW & APPLY ICE MELT						O	O	O					18

* Limited to OAR 812-002-0300 for Trees

Legend

- M = Once Monthly
- W = Once Weekly
- B = Once Biweekly
- X = Once per Season
- O = On-Call



Department of Finance

Elizabeth Comfort
Finance Director

Procurement & Contracting Services

Public Services Building
2051 Kaen Road, Oregon City, OR 97045

REQUEST FOR PROPOSALS #2023-78
Clackamas County Campus Landscape Services
ADDENDUM NUMBER 1
October 16, 2023

On September 28, 2023, Clackamas County (“County”) published Request for Proposals #2023-78 (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. The following changes are made Section 5, Proposal Contents:
a. Remove and replace item 5.5 Fees with the following:

Provide yearly cost for tasks outlined. Fees shall include labor, materials, profit and overhead, as well as all incidentals required to perform listed services. In addition to the Not to Exceed Yearly cost, provide hourly rates that provide on-call work, weekend work, and emergency work. *Please note, all Fee Proposals shall include a \$20,000 lump sum for all Moss Control Work. Moss Control work will not exceed \$20,000 and will be the responsibility of the awarded contractor to perform. The County may direct additional Moss Control Work when identified at no additional charge.*

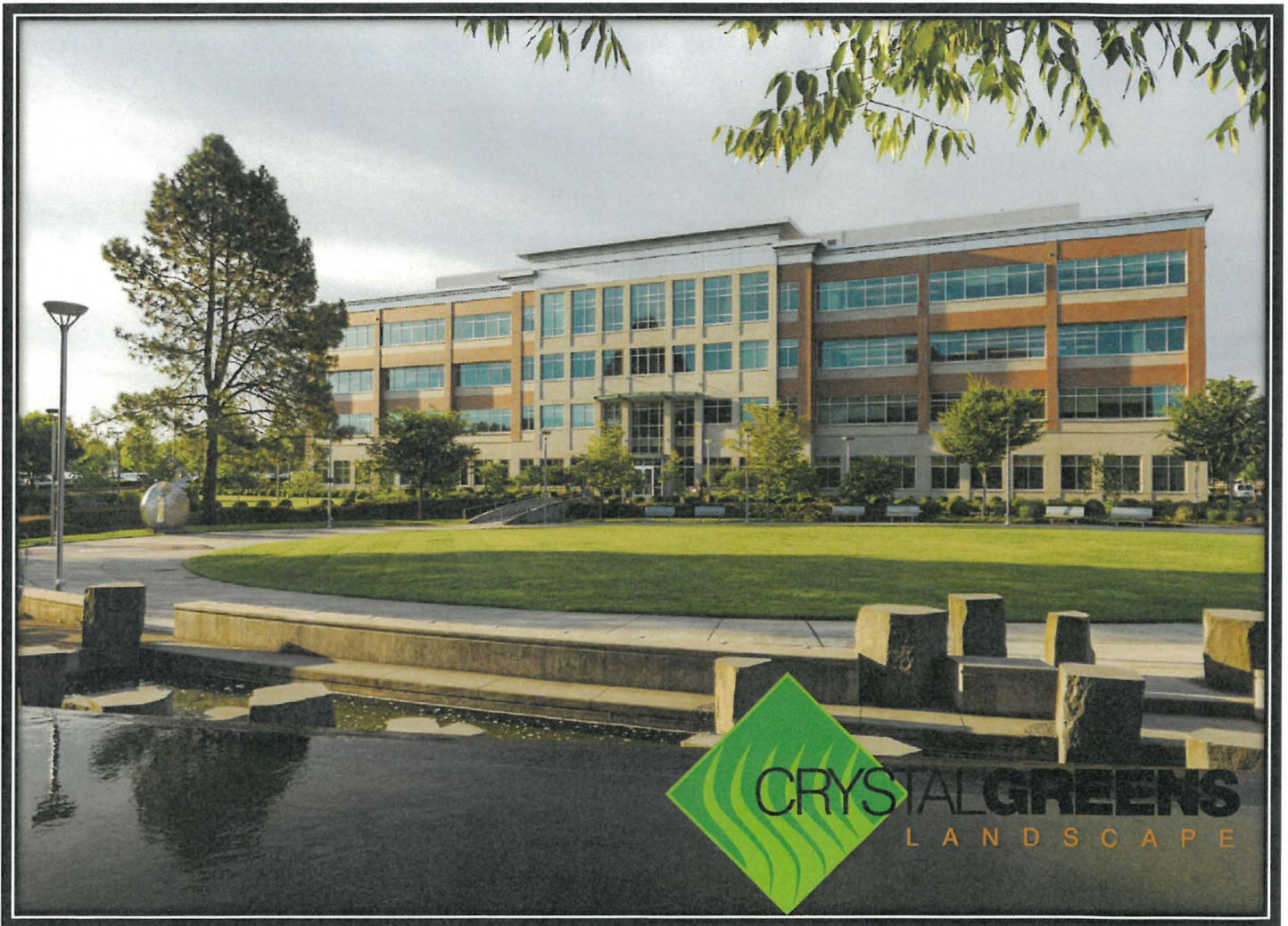
End of Addendum #1

EXHIBIT B
Vendor's Proposal



CLACKAMAS COUNTY

Proposal Response for Clackamas County Campus Landscape Services #2023-78



Submitted By:

Forrest Visscher

DBA: Crystal Greens, LLC.

11/4/2023

Proposal Date

503-896-0305

Phone Contact

11/7/2023

Date of Opening

CRYSTAL GREENS, LLC.

503-742-0101 | CRYSTALGREENS.COM | P.O. BOX 568 CLACKAMAS, OR 97015
OR LCB#: 7370, WA CCBW#: CRYSTGL970MM

Title Page

Proposal Submitted to: Clackamas County

Services Rendered: Clackamas County Campus Landscape Services

Proposal prepared by: Crystal Greens, LLC (AKA Crystal Greens Landscape)

Contact: Forrest R Visscher, Business Development Executive

Phone: D/C 503-896-0305 | O:503-742-0101

Email: forrest.visscher@crystalgreens.com

Website: crystalgreens.com

CGL Headquarters: 15815 SE 135th Ave Clackamas, OR 97015

Mailing Address: PO Box 568 Clackamas, OR 97015

Table of Content

5.1 – Introduction

5.2 – Experience

5.3 – Qualifications

5.4 – Best Practices

5.5 – Fees

5.6 – References

5.7 – Completed Proposal Certification

CRYSTAL GREENS, LLC.

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OR LCB#: 7370, WA CCBW#: CRYSTGL970MM

5.1 - Introduction

November 1st, 2023

Dear Board of County Commissioners, County Administrators, and Contract Analysts

Please accept my gratitude for the opportunity to provide the following proposal for Clackamas County Campus Landscape Services. Throughout our proposal and this process, I aim to communicate that we are a trustworthy partner who strives to exceed your expectations for the services we perform, the communications we deliver, and the experiences felt. Our company has over a 30-year history of servicing the SW Washington and Portland-Metro markets, and we have grown significantly in that time due to our goal of cultivating strong relationships and developing trusted partnerships. Our mission is to create beauty, enhance our communities, and grow as people. We specialize in all phases of commercial landscape management and help our clients maintain and improve their properties' value through landscape appearance, functionality, and efficiency with our wide service range, technical expertise, and resources. We view business as a platform to contribute to our world by adding value at every level of our relationship with our employees, clients, and community.

Crystal Green takes great pride, responsibility, and ownership for the appearance and care of our properties. Our proven track record of prioritizing the services performed and the safety of our teams, combined with the ongoing training, growth mindset, and desire to be a leader in our industry, makes us the unparalleled choice of service providers for Clackamas County. It would be our honor to maintain and service the properties and campuses of Clackamas County and ensure that employees, guests, and occupants enjoy their surroundings while maximizing safety and increasing asset values.

Our crews are experts at enhancing our campus's curb appeal of headquarters, offices, parks, and industrial spaces. Water features pristinely kept hedges, lawns, comfortable seating areas, and sustainable plant installation design - are just a few services available to elevate Clackamas County further.

A skilled and experienced landscape partner can do more than mowing lawns. As Portland-Metro's premier snow and ice service provider, our crews are trained in risk management to protect Clackamas County from potential slip and fall hazards and other safety concerns that could become a liability for your business.

Our team would be happy to review the proposal in person and assure you that our tailored Clackamas County operational plan will help you solve any challenges you feel need to be addressed. Together, we can create a safe and beautiful environment, working to exceed your expectations while forming a successful partnership. Please feel free to reach out to me if you have any questions.

Sincerely,

Forrest Visscher

Business Development Executive

forrest.visscher@crystalgreens.com | (503) 896-0305

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503-742-0101 | CRYSTALGREENS.COM | P.O. BOX 568 CLACKAMAS, OR 97015
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5.2 – Experience

Resume of Contractor:

Crystal Greens was established in 1990 and performs year-round maintenance services on 1,000+ commercial properties, with 180+ trucks in our fleet and over 200+ employees in the Portland-Vancouver region. We believe that proper landscape maintenance requires a proactive approach. Our landscape maintenance teams take pride in managing the unique challenges of each property/portfolio and caring for the environment of the businesses in our service areas. We maintain some of Northwest's most beautiful commercial properties, campuses, and municipalities. Our maintenance crews follow a comprehensive maintenance program that keeps the properties looking great during all different weather seasons. We are a fully comprehensive landscape service provider specializing in Landscape Maintenance (including pesticide applications), Landscape Projects (renovations and enhancements), Tree Care Services, Irrigation Services, Landscape Construction (designs, plant replacements, and installations), and Snow and Ice Removal.

Resume of Lead Personal:

David Rovianek– Clackamas County Portfolio Manager:

David is a seasoned Account Manager with nearly ten years of experience. He is an excellent communicator and understands the intricacies of managing large portfolios. He successfully manages the Wells Fargo state-wide portfolio and is currently Clackamas County's Account Manager for Genoa Health Care (Sandy Clinic), Lake Rd Property, and the Transportation Maintenance Building.

Responsibilities: Customer Care. David would become an extension of your team as the primary point of contact and lead the charge in developing a trusted partnership through the execution of proactive communication, quality control, planning/budgeting, project requests, and listening to understand the desires of Clackamas County's short- and long-term goals. Cultivation of a relationship where honest feedback is welcomed and responded to accordingly.

Matt Gray – Clackamas County Branch Manager:

Matt has worked in the Landscape industry for over 20 years and is one of our market's most trusted landscape professionals. He has numerous industry certifications and the experience and knowledge of all fields and management levels required to maintain a multi-site portfolio like Clackamas County successfully.

Responsibilities: Fulfilling our operational deliverables, quality control, property operational plans (POPs), onsite safety checks, and proactive planning for efficient and effective operations for Clackamas County, including on-call services and any additional services desired or needed by Clackamas County.

Celedonio Garcia Castillo & Miguel Flores Rojas – Clackamas County Supervisor Team:

Caledonia (Cele) and Miguel have been in the landscape industry for over 10+ years and have worked their way up from Crew Members to Branch Supervisors in that time. Both are excellent at creating and implementing property operational plans (POPs) to maximize our crew's effectiveness and safety onsite. Their horticultural knowledge, experience, and displayed leadership qualities are integral to their continued success as Supervisors and would be a definite value-added asset for Clackamas County.

Responsibilities: Property operation plan creation and implementation, quality control, onsite safety checks, daily crew and task management, and weekly service scheduling.

Vicente Garcia-Ramirez – Clackamas County Spray Applicator:

Vicente has been with Crystal Greens for over 15 years and a spray applicator for 10+ years. He is a licensed (listed on the qualification page) applicator in good standing with the Oregon Department of Agriculture. He has been a dependable and quality employee who communicates effectively throughout his tenure at CGL.

Responsibilities: Spray Applicator for all Ornamental and Turf Insecticide, Fungicide, and Herbicide applications required for Clackamas Country.

Samuel Salazar Guerrero & Ryan Green – Clackamas County Irrigation Management Team:

Samuel (Sammy) and Ryan Green are both licensed irrigation technicians, and Ryan Green is also backflow certified (License #5437). Both Irrigation professionals manage and instruct up-and-coming irrigation techs for Crystal Greens. They have a combined 20+ years in the industry, with the majority spent in irrigation.

Responsibilities: Jointly lead all irrigation services for Clackamas County for the maintenance division, as well as provide recommendations for increased water conservation solutions to increase overall site sustainability.

Field Staff Team – Clackamas County:

All Crystal Greens field staff employees, part of our Clackamas County field staff team, would be competent to perform all services safely required for Clackamas County. All have completed our CGL onboard service training program safety-first initiative training and have at least three years of industry experience.

Crystal Greens – Clackamas County Maintenance Team:

All Crystal Greens members of our Clackamas County maintenance team operate out of our Clackamas Head Quarters and Production Shop located along 212 Hwy in Clackamas, approximately 6 miles from Red Soil Campus. We are dedicated to our service approach of seeking first to understand through listening and observation. Communicate proactively and effectively. Not overpromising, but aiming to exceed expectations and provide an experience, not just a service. Be refreshing, curious, and solution-oriented. Operate with authority to serve. Ask for feedback and respond accordingly. These relational and service fundamentals are what we are built on and what differentiates us from our competition.

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Crystal Greens Landscape Clients:

Columbia Tech Center Campus: Customer since 2020

We provide all Snow and Ice Services and landscape maintenance services (weekly), including park/event center, bioswale, water feature, and irrigation maintenance for the 400 acres+ Columbia Tech Center campus.

Sherwood School District: Customer since 2021

We provide all landscape maintenance services (weekly), including sports field, bioswale, and irrigation maintenance for the school district of Sherwood.

Bridgeport Village: Customer since 2018

We provide all landscape maintenance services (weekly), including bioswale, water feature, irrigation, and hand watering maintenance for the Bridgeport Village, the most visited shopping retail mall in the state.

Clackamas River Water: Customer since 2015

We provide all landscape maintenance services (weekly), including field, bioswale, irrigation and secure location maintenance for Clackamas River Water Facilities.

City of Hood River Parks: Customer since 2021

We provide all landscape maintenance services (weekly), including field, bioswale, and irrigation maintenance for the Parks Division for the City of Hood River.

Hillside - Community: Customer since 2019

We provide all Snow and Ice Services and landscape maintenance services (weekly), including park/event center, bioswale, water feature, and irrigation maintenance for the 55 acres+ Hillside Community Campus.

More available upon request.

5.3 – Qualifications

Statement of Compliance:

Crystal Greens, LLC will comply with all jurisdictions' requirements for all service locations under this contract.

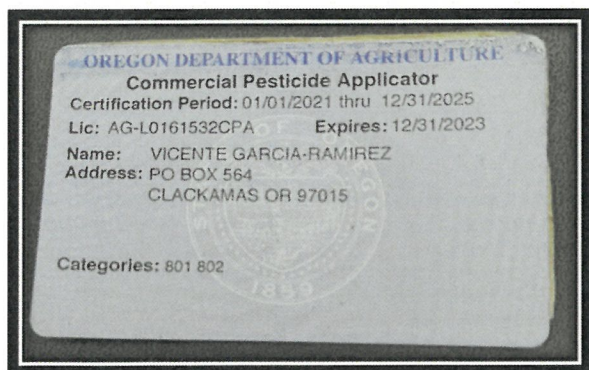
Oregon Landscape Contracting Business License:

License #100140



Commercial Pesticide Operator License:

Vicente Garcia-Ramirez | Commercial Pesticide Applicator | License #: AG-L0161532CPA



Landscape Construction Professional (Irrigation + Backflow) License:

Bryce Sutton | License #: 16615



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5.4 – Best Practices

Crystal Greens Environmental Sustainability:

Crystal Greens is dedicated to being a leader in environmental management. We integrate sustainable, eco-friendly practices into all our services. We strive to be at the forefront of our industry for implementing best practices, and our efforts include smart designs, irrigation efficiency, stormwater management, recycled material, and operational efficiencies.

Specific practices for responsibly maintaining green and even turf, pruning ornamental shrubs, and managing pests include:

- Plan the most efficient and safest route for mowing to minimize overlap and reduce fuel consumption.
- Using a wider cutting deck to cover more ground in less time when possible.
- Keeping well-maintained mowers with sharp blades to prevent break-downs, reduce downtime, and maximize mower efficiency.
- Consistent fertilizer program, sustainable turf weed control, bed weed applications, and select methods to reduce chemical usage where possible while providing effective treatment.
- Remove excessive grass clippings from the lawn to prevent thatch buildup and allow the grass to breathe. Avoid wet clumping when conditions are wet.
- Edge around the borders of the lawn to give it a clean, finished look.
- Use sharp blades to ensure a clean cut and prevent tearing of the grass.
- Mow in a different direction each time to avoid creating ruts or uneven wear on the grass.
- Inspect the mower before each use to ensure all safety features are in place and functioning correctly.
- Wear appropriate personal protective equipment (PPE), including eye and ear protection, boots, and gloves.
- Turn off the mower and wait for the blades to stop completely before removing debris or adjusting.
- Clear the mowing area of debris, rocks, and other hazards before beginning.
- Avoid operating the mower on overly wet grass or saturated soil (easier said than done in the crazy PNW weather.)
- Use sharp blades to ensure clean cuts for all ornamental pruning.
- Weekly safety training and daily tailgate checks to ensure the right equipment is used for the scheduled task to maximize efficiency and on-site safety.
- Rotational pruning aligned with Clackamas County expectations.
- Weekly safety training and daily tailgate checks to ensure the right equipment is used for the scheduled task to maximize efficiency and on-site safety.
- Documentation and communication of all observed pests to understand potential damage and create solutions for mitigation.

Describe how materials, including fall leaf litter, are collected from service locations and delivered to the point of disposal:

- All work-generated debris by our crews will be removed from onsite each visit and returned to our Clackamas Production shop.
- Fall leaf removal includes our crews blowing all leaves to accessible areas for our leaf vacuum trucks to remove all collected leaves throughout the leaf season. Areas not accessible to our leaf vacuum trucks are removed by hand. All leaf debris is returned to our Clackamas Production Shop.

Crystal Greens disposal facilities for green waste and wood waste:

- All work-generated debris for all services performed for Clackamas County would be returned to our Clackamas Production Shop.
- Crystal Greens has partnered with City Bark. They take our green and wood waste from our Clackamas Production Shop and recycle it into products such as compost, bark, and soil.

CRYSTAL GREENS, LLC.

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5.5 – Fees

Landscape Maintenance Services - Monthly Invoice Amount		\$40,680
On-Call Services		Hourly Rate:
Irrigation Tech:	Non-Emergency Rate	\$90/pmh
Irrigation Tech:	Emergency Rate	\$105/pmh
Project Crew:	Non-Emergency and Weekend Rate:	\$80/pmh
Project Crew:	Emergency and Holiday Rate:	\$95/pmh
Large Scale Projects	Renovation/Irrigation/Design/Construction	Proposal Basis
Soil Samples	Per occurrence: \$75	N/A
Snow & Ice service	Labor	Price
Granular Deicer	Spread by Hand	\$100 Per Hr./\$75 Minimum
Gravel	Spread by Hand	\$100 Per Hr./\$75 Minimum
Shoveling	Shovel Snow by Hand	\$100 Per Hr./\$75 Minimum
Site Inspection	Snow/Ice Site Inspection - No Service Needed	\$100 Per HR./\$75 Minimum
Snow & Ice service	Equipment Operator	Price
Snow Blower	Move Snow with Handheld Snow Blower	\$150 Per Hr./\$125 Minimum
Liquid Deicer	Spread by Truck/Machine	\$250 Per Hr./\$190 Minimum
Gravel	Spread by Truck/Machine	\$250 Per Hr./\$190 Minimum
Plow	Move Snow with a Plow Truck	\$250 Per Hr./\$190 Minimum
Skid Steer	Move Snow with a Skid Steer	\$250 Per Hr./\$190 Minimum
Wheel Loader	Move Snow with a Wheel Loader	Negotiated Per Event
Gravel Cleanup	Remove Gravel from Parking Lot After Event	Negotiated Per Event
	Material	
Gravel	.25 Minus Gravel or Available Gravel	\$75 Per Yard/\$75 Minimum
Deicer	Granular deicer product may vary depending on availability	\$2.00 Per lb./\$100 Minimum
Deicer	Liquid deicer product may vary depending on availability	\$10.00 Per Gallon/\$100 Minimum

CRYSTAL GREENS, LLC.

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OR LCB#: 7370, WA CCBW#: CRYSTGL970MM

5.6 References

Aaron Jacobs | PacTrust
Title: Landscape Manager
503-603-5487 | aaronj@pactrust.com

Jacob Buchanan | CenterCal - Bridgeport Village
Title: Operations Manager
503-968-1704 | jbuchanan@centercal.com

Jeff Chambers | West Linn Wilsonville School District
Title: District Facilities Management
503-673-7994 | chamberj@wlwv.k12.or.us

Jim Rose | Sherwood School District
Title: Chief Operations Officer
503-825-5007 | jerose@sherwood.k12.or.us

Adam Schmid | City of Hood River
Title: Director of Public Works
541-387-5207 | a.schmid@cityofhoodriver.gov

More available upon request.

5.7 - Proposal Certification

PROPOSAL CERTIFICATION RFP #2023-78

Submitted by: Crystal Greens, LLC
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Forrest Visscher Date: 11/1/2023
Signature: Forrest R. Visscher Title: Business Development Executive
Email: forrest.visscher@crystalgreens.com Telephone: 503-896-0305
Oregon Business Registry Number: 357549-85 OR CCB # (if applicable): 100140

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

Landscape Management

OREGON & SW WASHINGTON

MAINTENANCE



PROJECTS



TREE CARE



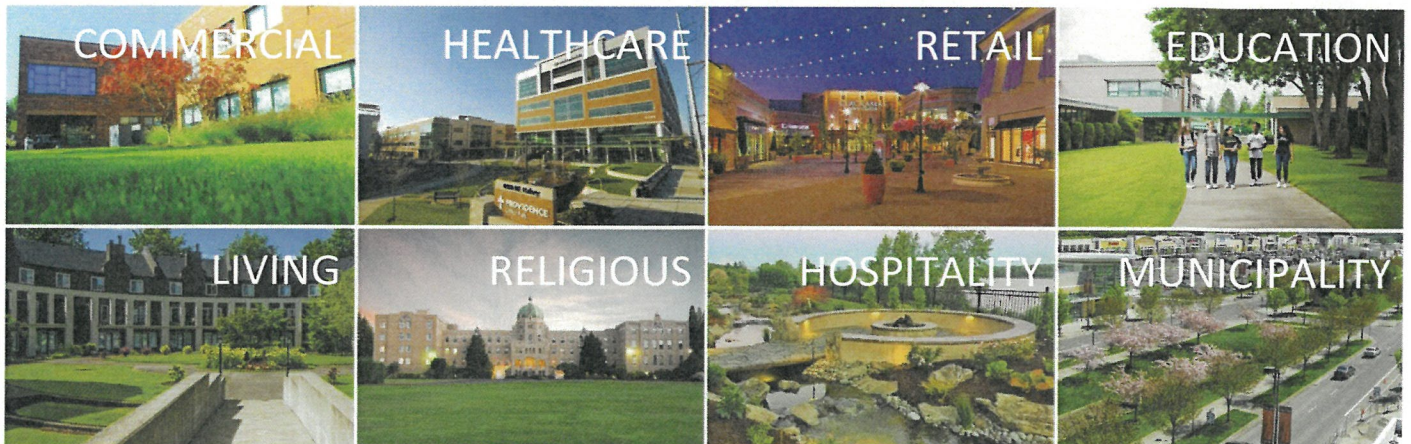
SNOW



CREATE BEAUTY. ENHANCE COMMUNITY. GROW AS PEOPLE.

Established in 1990, Crystal Greens Landscape specializes in all phases of commercial landscape management. We help clients maintain and improve property value through landscape appearance, functionality, and efficiency with our wide service range, technical expertise, and resources.

Our core company values are passion, humility, caring, integrity, and fun.



GROW WITH US!

Great People Big Vision.

CRYSTAL GREENS, LLC.

503-742-0101 | CRYSTALGREENS.COM | P.O. BOX 568 CLACKAMAS, OR 97015
OR LCB#: 7370, WA CCBW#: CRYSTGL970MM

Service Locations

FM No.	Facility Name	Street No.	Street	Address Zip	Holding	Irrigated	Access ¹	DEQ
3000	Development Services Building (DSB)		150 Beaver creek Road	97045	Owned	✓		
4900	Beaver creek Health & Wellness Center		110 Beaver creek Road (1425)	97045	Owned	✓		
1991	Beaver creek Health & Wellness Center Annex		112 Beaver creek Road (1431)	97045	Owned	✓		
4200	Red Soils Plaza		West of intersection at Beaver creek Road and K	97045	Owned	✓		
8000	Public Services Building (PSB)		2051 Kaen Road	97045	Owned	✓		
0100	Juvenile Programs Building		2100 Kaen Road	97045	Owned			
4600	Juvenile Annex		2106 Kaen Road	97045	Owned			
3890	Juvenile Modular		2125 Kaen Road	97045	Owned			
0500	C-COM Building		2200 Kaen Road	97045	Owned	✓	Secure	
0190	Juvenile Skills Center		2100A Kaen Road	97045	Owned			
8700	Jail Work Crew Facility		2100H Kaen Road	97045	Owned			
0007	Jail Mail Room		2110A Kaen Road	97045	Owned			
0895	Jail Shipping & Receiving		2110B Kaen Road	97045	Owned			
5150	Memorial Grove		West of 2121 Kaen Road	97045	Owned	✓		
3800	Juvenile Building		2121 Kaen Road (includes 212	97045	Owned			
5300	Transition Center (formerly South Station)		2223 Kaen Road (includes 221	97045	Owned	✓	Secure	
1100	TS-1 Building		1021 Courthouse Rd	97045	Owned	✓		
5000	Women, Infants, and Children (WIC) Office		1011 Courthouse Rd	97045	Owned			
0290	OSU Extension Service Annex		168 Warner Milne Road	97045	Owned	✓		
0200	TS-2 Building		168 Warner Milne Road	97045	Owned	✓		
3200	OSU Extension Service		200 Warner Milne Road	97045	Owned	✓		
9300	A Safe Place Family Justice Center for Clackama		256 Warner Milne Road	97045	Owned	✓		
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6400	Dog Services		13141 SE Highway 212	97015	Owned	✓		
7600	Vacant Lot		16641 Champion Way	97055	Owned			
9700	Tri-City Treatment Plant		15941 S Agnes Avenue	97045	Owned	✓	Secure	
0900	Courthouse		807 Main Street	97045	Owned	✓		
0400	Holman Building (formerly Bunick Building)		821 Main Street	97045	Owned			
4100	Liberty Plaza		815-817 Main Street	97045	Owned	✓		
5700	Stokes Building		1024 Main Street	97045	Owned	✓		
6300	11th & Main Parking Lot		1102 Main Street (NEC 11th a	97045	Owned	✓		
5700	11th & Center Parking Lot		SWC of 11th and Center Streets	97045	Owned			
6000	Willamette Building		104-112 11th Street	97045	Leased	✓		
	Lake Road Property		6605 SE Lake Rd	97045	Owned	✓		
	Genoa Health Care		39740 Pleasant St	97045	Owned	✓		
1015	Transportation Services Building		19246 Wachen Pkwy	97045	Owned	✓	Secure	

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 Controls = Irrigation controls are located in secured area that require key/code or escorted access.

Service Locations

FMZone	FacilityName	StreetNo.	Street	Jurisdiction	Holding	Irrigated	Access ¹	DEQ
0	Development Services Building (DSB)	150	Beavercreek Road	Oregon City	Owned	✓		
0	Beavercreek Health & Wellness Center	110	Beavercreek Road (1425 prior to 7/01/2017)	Oregon City	Owned	✓		
0	Beavercreek Health & Wellness Center Annex	112	Beavercreek Road (1431 prior to 7/01/2017)	Oregon City	Owned	✓		
0	Red Soils Plaza	West of intersection at Beavercreek Road and Kaen Road, between DSB and PSB		Oregon City	Owned	✓		
0	Public Services Building (PSB)	2051	Kaen Road	Oregon City	Owned	✓		
0	Juvenile Programs Building	2100	Kaen Road	Oregon City	Owned			
0	County Surplus Storage & FIDO	2104	Kaen Road	Oregon City	Owned			
0	Juvenile Annex	2106	Kaen Road	Oregon City	Owned			
0	Juvenile Modular	2125	Kaen Road	Oregon City	Owned			
0	C-COM Building	2200	Kaen Road	Oregon City	Owned	✓	Secure	
0	Juvenile Skills Center	2100A	Kaen Road	Oregon City	Owned			
0	Jail Work Crew Facility	2100H	Kaen Road	Oregon City	Owned			
0	Jail Mail Room	2110A	Kaen Road	Oregon City	Owned		Controls ²	
0	Jail Shipping & Receiving	2110B	Kaen Road	Oregon City	Owned			
0	Memorial Grove	West of 2121 Kaen Road		Oregon City	Owned	✓		
0	Juvenile Building	2121	Kaen Road (Includes 2123 Kaen Road in same building)	Oregon City	Owned			
0	Transition Center (formerly South Station)	2223	Kaen Road (includes 2219 Kaen Road in same building)	Oregon City	Owned	✓	Secure	
0	TS-1 Building	121	Library Court	Oregon City	Owned	✓	Controls	
0	Hilltop Behavioral Health Center	998	Library Court	Oregon City	Owned	✓		
0	Women, Infants, and Children (WIC) Office	999	Library Court	Oregon City	Owned			
0	Stewart Behavioral Health Center	1002	Library Court	Oregon City	Owned	✓		
0	Central Utility Plant (CUP) Building - CAM	1710	Red Soils Court	Oregon City	Owned	✓		
0	Silver Oak Building	1810	Red Soils Court	Oregon City	Owned	✓	Secure	
0	OSU Extension Service Annex	168	Warner Milne Road	Oregon City	Owned	✓		
0	TS-2 Building	168	Warner Milne Road	Oregon City	Owned	✓		
0	OSU Extension Service	200	Warner Milne Road	Oregon City	Owned	✓		
0	A Safe Place Family Justice Center for Clackamas County (formerly Shaver)	256	Warner Milne Road	Oregon City	Owned	✓	Secure	
0	Red Soils Campus - CAM	South of Warner Milne Road and West and East of Beavercreek Road		Oregon City	Owned			
4	Parking Lot - Upper	SWC of 11th and Center Streets		Oregon City	Owned			
4	Willamette Building - CAM	104-112	11th Street	Oregon City	Leased	✓		
4	Butler Building	108	8th Street	Oregon City	Leased			
4	Abernethy Complex - CAM	902	Abernethy Road	Oregon City	Owned	✓		
4	Sheriff Fleet Administration & Shop	1007	Abernethy Road	Oregon City	Owned		Secure	
4	Courthouse	807	Main Street	Oregon City	Owned	✓	Controls	
4	Holman Building (formerly Bunick Building)	821	Main Street	Oregon City	Owned			
4	Stokes Building	1024	Main Street	Oregon City	Owned	✓		
4	Liberty Plaza	815-817	Main Street	Oregon City	Owned	✓		
4	Parking Lot	1102	Main Street (NEC 11th and Main Streets)	Oregon City	Owned	✓		
4	Tri-City Treatment Plant - CAM	15941	S Agnes Avenue	Oregon City	Owned	✓	Secure	
2	Kellogg Creek Water Resource Recovery Facility - CAM (including Park)	11525	SE McLoughlin Boulevard	Milwaukie	Owned	✓	Secure	
2	Public Safety Training Center (PSTC)	12700	SE 82nd Avenue	Unincorporated	Owned	✓		Annual
2	Bowman Training Center (formerly North Station) (including Brownfield to W)	12800	SE 82nd Avenue	Unincorporated	Owned	✓	Secure	Annual
2	Dog Services	13141	SE Highway 212	Unincorporated	Owned			
2	Brooks Building (formerly Sunnybrook Building)	9101	SE Sunnybrook Boulevard	Unincorporated	Owned	✓	Secure	
3	Vacant Lot	16641	Champion Way	Sandy	Owned			

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2 Controller for irrigation along West creek is located in Jail Mail Room. Requires escort to access.

Clackamas County Facilities Management Typical Grounds Maintenance Task Schedule

TASK	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	VISITS / YR
SWEEP WALKWAYS & BUILDING ENTRIES	W	W	W	W	W	W	W	W	W	W	W	W	52
MAINTAIN PLANTED BEDS	W	W	W	W	W	W	W	W	W	W	W	W	52
MOW AND EDGE TURF AREAS	W	W	W	W	W	W		W	W	W	W	W	42
TRIM SHRUBS & GROUND COVER	B	B	B	B	B				B	B	B	B	19
PRUNE PLANTS & TREES*					X	THROUGH	X						1
START UP IRRIGATION										X			1
MONITOR IRRIGATION	W	W	W	W						W	W	W	30
WINTERIZE IRRIGATION				X									1
APPLY WEED CONTROL - HARDSCAPED AREAS	B	B	B	B					B	B	B	B	16
APPLY WEED CONTROL - SOFTSCAPED AREAS			M	M	M				M	M	M	M	7
APPLY WEED CONTROL - PRE-EMERGENT				X						X			2
APPLY FERTILIZER - TURF			M		M			M		M		M	5
APPLY SOIL CONDITIONER (LIME) - TURF					X			X					2
APPLY FERTILIZER - SHRUBS & GROUND COVER					X				X				2
REMOVE SNOW & APPLY ICE MELT						O	O	O					18

* Limited to OAR 812-002-0300 for Trees

Legend

M = Once Monthly
W = Once Weekly
B = Once Biweekly
X = Once per Season
O = On-Call