



REQUEST FOR PROPOSALS #2018-20

FOR

GROUNDS MAINTENANCE AND REPAIR SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Kim Randall
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 7, 2018

TIME: 2:00 PM, Pacific Time

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

SCHEDULE

Request for Proposals Issued.....	May 9, 2018
Non- Mandatory Pre-Proposal Conference / Site Visit	May 22, 2018, 2:00 PM, Pacific Time
Protest of Specifications Deadline.....	May 17, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 30, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 7, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award
Anticipated Contract Start Date.....	Approximately July 1, 2018

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	7
Section 4 – Evaluation and Selection Criteria	14
Section 5 – Proposal Content (Including Proposal Certification).....	15

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, June 7, 2018** (“Closing”), to provide **Grounds Maintenance and Repair Services**. No Proposals will be received or considered after that time.

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

A Non-Mandatory Pre-Proposal Conference / Site Visit will be conducted on **May 22, 2018 at 2:00 PM**. Proposers shall meet with County representatives at the following **locations and times**: Development Services Building (“DSB”) 150 Beavercreek Road, Oregon City, OR 97045, **Room 119 and 120**, first floor. Proposers will get briefed on the project, County Staff will answer general questions, and then we will proceed to site visits as necessary.

Contact Information

Procurement Process and Technical Questions: Kim Randall, krandall@clackamas.us, 503-742-5443.

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 who’s Proposal shall be best for the public good.

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

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

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

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

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

County will consider any protests received and:

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

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

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(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 192.501(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 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their

Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County (“County”) is seeking Proposals from vendors to provide Grounds Maintenance and Repair Services. Clackamas County Facilities Management division is responsible for administering grounds construction and maintenance activities at approximately forty-five (45) designated County facilities. These facilities provide essential administrative, emergency communications, law enforcement, health and social services, and transportation infrastructure maintenance operations for the citizens of the County.

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

3.2 BACKGROUND

The County needs a vendor to provide Routine (“Routine Services”) and On-Call (“On-Call Services”) grounds maintenance services for County facilities as designated on the list of **Service Locations**, attached as **Attachment 1**. This list is subject to updates with a Contract Amendment. Any locations added during the term of this Contract shall be under the rates of this Contract. All locations are within the County boundaries.

Routine Services include irrigation management (which includes incidental repairs, spring startup, fall shutdown and periodic adjustment throughout the year), integrated soil amendment, fertilizer, and Pesticides management, Softscape and Hardscape grooming (which includes Softscape, pruning, turf, Hardscape – further defined below), and collection and disposal.

On-Call include major irrigation system repairs, soil analysis, storm clean-up (if extensively beyond Routine Services), pressure washing, and snow and ice removal.

Secure Access

County will provide photo ID access cards to only the Contractor’s lead service personnel for access to gated grounds. Upon contract execution, Contractor shall provide a personnel list to the County Contract Administrator along with any required information to conduct a background check. 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.

3.3 SCOPE OF WORK

3.3.1 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 may include 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.

Note: All policies specifically referenced in this RFP are hereby incorporated by reference and may be found on the County website or upon request.

3.3.2 Work Schedule:

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.

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

For On-Call Services, the County will require that the Contractor be able to quickly respond during an inclement weather event (snow, ice storm, wind event, etc.). For inclement weather events, the Contractor shall be required to respond within thirty (30) minutes of a call for services (which may occur 24 hours a day, 7 days a week), and Contractor’s staff must be able to report to the site within two (2) hours or later as instructed by the Contract Administrator.

3.3.3 Routine Services:

Contractor shall visit each site a minimum of once weekly to perform any necessary Routine Services and to survey for any corrective actions. The below sections outline the main components of Routine Services:

A) 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. 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.

- Incidental Repairs. Maintenance crews shall keep on hand irrigation tools, materials, and routine replacement parts for minor damage or wear items such as sprinkler heads and drip system parts, in order to perform timely and cost effective repairs.
- 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.

B) Soil Amendments, Fertilizers, Pesticides. 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.

C) Softscape & Hardscape Grooming

- 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 requiring removal shall be considered an On-Call Service.

- 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 is to be maintained with full coverage and even natural coloring. Turf dyeing is not allowed. Turf is to be kept mowed 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).
- Contractor is **not** to 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 Contract Administrator.
- All hardscape, including, but not limited to stormwater drain grills, parking lots, driveways, and paved pedestrian pathways and spaces shall be maintained clear 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).

E) 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. Stemwood shall be cut into maximum sixteen (16) inch lengths and hauled to designated locations to be distributed as firewood. Greenwaste shall be hauled off-site to appropriate recovery facilities. Contractor may check with County for bulky or regulated items disposal options.

F) Soil Aeration. Annual mechanical and/or manual soil aeration shall be provided in order to maintain plant health.

3.3.4 On-Call Services:

The below On-Call Services are in addition to Routine Services. For On-Call Services, the Contract Administrator will notify the Contractor of the need for the service. As noted 3.3.2, some On-Call Services require the Contractor to have an immediate response time. All other On-Call Services are to be scheduled at a time convenient for both parties. Note that the County reserves the right to use the selected contractor for On-Call Services or use an alternative vendor in its sole discretion.

A) Major Irrigation System Repairs. The Routine Services includes incidental repairs to the irrigation system. Major repairs are those requiring more than one labor hour and more than fifty dollars (\$50) in parts to remedy the problem. Examples of major repairs include, but is not limited to: repairing broken irrigation supply lines, failed control valves, significant replacement due to root damage. 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 of notification from the Contract Administrator.

Contractor shall immediately notify the County of any irrigation repairs involving controls or backflow prevention assemblies. The County shall determine whether such repairs will require a licensed trade

outside of this contract, and all electrical repairs (line **and** low voltage) must be first authorized by the County's Supervising Electrician.

B) Softscape Removal & Replacement. Contractor shall replace all incidental dead and damaged or diseased softscape with approval of County representative and consistent with the appropriate International Society of Arboriculture (ISA) Planting Details and Specifications. Contract is limited to the removal of 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.

C) 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.

D) Snow & Ice Removal. Provide support for snow removal and application of ice melt for County maintained sidewalks, entrances, and paved pedestrian access up to building entrances in downtown Oregon City. The County shall supply all ice-melt product in dry granular form. Contractor is responsible for providing any necessary shovels and ice-melt spreaders.

The 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.

E) 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 Contract Administrator within ten (10) business days of request.

F) 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.

3.3.5 Performance Standards and Other Information:

A) 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.

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

C) 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. Contractor will be provided a copy by County Staff.

All products, such as soil amendments, mulching, barriers, and pest treatments, shall be first approved for their specific application and scheduled 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.

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

E) 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 9-1-1 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.

F) County Inmate Work Crews. Contractor may be assisted by a County supervised inmate work crew from the Clackamas County Jail providing unskilled labor for non-routine activities, such as storm clean-up and snow removal. Inmates participating in this program are carefully screened, subject to restrictions regarding work performed, and are not allowed to communicate with anyone outside of their work group.

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

H) Subcontracting. This Contract may not be assigned or services otherwise subcontracted with the exception of Soil Analysis.

I) 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 charge for labor and materials; and the cost of the plants shall be the responsibility of the original supplying party.

J) 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 large turf areas. All preventative maintenance and repairs to equipment shall be performed off-site.

Contractor is to provide a list of all owned power/motor equipment that may be utilized for this contract (e.g. mowers, chainsaw, blowers, brush cutters, weed wacker, edgers, trimmers, etc.). The list must include a description of the type of equipment, make, model or size, and environmental rating if applicable, as well as address of location where equipment is based. List shall be provide once each contract year in June, and updated as inventory changes.

County reserves the opportunity to verify Contractor’s inventory upon reasonable notice. If Contractor’s equipment is not properly maintained, or is not the appropriate type of equipment for the type of project (as referenced above), then the County may provide notice to the Contractor that it is in breach of contract.

K) Supervision and Training. 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. 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.

L) Reporting. All reports shall be e-mailed to the Contract Administrator:

- Provide 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.

M) Exclusions. The following are exclusions to the Contract:

- The County shall be responsible for soliciting any necessary arborist reports from independent contractor(s) and obtain the necessary permits.
- The County shall be responsible for all graffiti removal in order to ensure compliance with criminal documentation and reporting, and proper treatment of surfaces.
- 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.
- All **new** installations of irrigation systems, soft and hardscaping shall be solicited separately and competitively outside of this Contract.
- Re-application of bulk materials, such as gravel, mulch, and bark dust on pathways shall be solicited separately and competitively outside of this Contract.

3.3.6 Term of Contract:

The term of the resulting contract shall begin approximately July 1, 2018 and end **June 30, 2023**. For each County fiscal year (July 1st to June 30th), the fees shall be fixed. By May 1st of each year, the contractor may request an increase in the fees in an amount not to exceed the increase in the Consumer Price Index for the Portland (CPI-U). Any such increase shall only be approved through an amendment to the contract.

3.4 MINIMUM QUALIFICATIONS

The Contractor shall:

1. Maintain an Oregon Landscape Contracting Business License in good standing for all license phases;
2. Maintain an Oregon Department of Agriculture Commercial Pesticide Operator License;
3. Technicians applying pesticides must be licensed in good standing with the Oregon Department of Agriculture appropriate to their activity and level of supervision;
4. Maintain any local requirements to provide these services within all jurisdictions as described in this solicitation and resulting contract;
5. Have a minimum five (5) years of experience providing commercial grounds maintenance and incidental replacement of plantings, application of softscape pesticides, and irrigation systems maintenance and repairs.

3.5 SAMPLE CONTRACT

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

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

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

☐ Travel Expense Reimbursement is authorized

The following insurance requirements will be applicable.

- ☒ 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.
 - Contractor must have the **additional endorsement for Pesticide/Herbicide** for the same occurrence and aggregate limits.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

SECTION 4 EVALUATION PROCEDURE

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

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

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

4.2 Evaluation Criteria

Category	Points available:
Background and Qualifications	0-35
References	0-05
Equipment Inventory	0-10
Safety	0-10
Best Practices	0-10
Fees	0-30
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 Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2 Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road, 4th Floor
Oregon City, OR 97045

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

5.1.4 Proposals may not exceed a total of **75 pages** (single sided), inclusive of all exhibits, attachments or other information.

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

5.2 Proposer's General Background and Qualifications:

- Resume 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.
 - a) Statement of compliance to operate under all requirements of jurisdictions for all service locations under this contract.
 - b) Copy of Oregon Landscape Contracting Business License, in good standing for all license phases.
 - c) Copy of current Oregon Department of Agriculture Pesticide License for business.
- Resume 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.
- Resume for each Technician applying pesticides showing that they are in good standing with the Oregon Department of Agriculture and appropriate to their activity and level of supervision, including a 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.
- Statement that Contractor and employees that would be assigned to work under this contract are able to work in proximity to County Inmate Work Crews.
- 24-hours per day manned phone line and alternative for urgent service requests provided.

5.3 References

Provide five (5) 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.

5.4 Equipment Inventory and Proximity

Contractor is to provide a list of all owned power/motor equipment that may be utilized for this contract (e.g. mowers, chainsaw, blowers, brush cutters, weed wacker, edgers, trimmers, etc.). The list must include a description of the type of equipment, make, model or size, and environmental rating if applicable, as well as address of location where equipment is based.

5.5 Safety

Provide a list of Personal Protective Equipment (“PPE”) provided to each position in the field.

5.6 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 and moles.
- 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 greenwaste and woodwaste.

Preference will be given to 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.

5.7 Fee Schedule – Complete the attached Fee Schedule

- For Routine Services (as outlined in 3.3.3 above) – Provide a fixed monthly fee. Such fee shall include all costs for completing the Routine Services.
- For On-Call Services (as outlined in 3.3.4 above) – Provide an hourly rate or unit rate as outlined in the Fee Schedule. Note that all other On-Call Services where fees are not provided, the Contract Administrator will seek quotes for the needed service.

5.8 Completed Proposal Certification (see form on next page)

PROPOSAL CERTIFICATION

RFP #2018-20 GROUNDS MAINTENANCE AND REPAIR SERVICES

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

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

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

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

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

☐ Non-Resident Proposer, Resident State _____

Oregon Secretary of State Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

FEE SCHEDULE

2018-20 Grounds Maintenance & Repair Services

Routine Services – Fixed Monthly Fee Basis	\$	
ON-CALL SERVICES	Fee Basis	Fee
Major Irrigation System Repairs	Fixed Fee Quoted Per Request	
Softscape Removal & Replacement	Fixed Fee Quoted Per Request	
Pressure Washing	Per-Hour	\$
Snow & Ice Removal	Per-Hour	\$
Soil Analysis – 3 rd party vendor	Per Test	\$
Storm Clean-Up	Per-Hour	\$

Proposer:_____

Authorized Signature:_____

Date

ATTACHMENT 1

Service Locations

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

1 FM Zone is a Clackamas County Facilities Management geographic area designated for internal asset management.

2 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.

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