



REQUEST FOR PROPOSALS #2018-57

FOR

Window Cleaning 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: August 23, 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.....	August 2, 2018
Protest of Specifications Deadline.....	August 9, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	August 16, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	August 23, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	September 2018

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	10
Section 5 – Proposal Content (Including Proposal Certification).....	11

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, August 23rd, 2018** (“Closing”), to provide **Interior and Exterior Window Cleaning 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.

Contact Information

Procurement Process and Technical Questions: Kim Randall 503-742-5443 krandall@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 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 seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written

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

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

County will consider any protests received and:

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

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

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

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

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from qualified contractors to provide **Interior and Exterior Window Cleaning Services**. The work covered in this specification includes furnishing all labor, equipment, supplies and supervision necessary for a complete window cleaning service. It shall be understood that in addition to these services, all tasks incidental to the cleaning functions not specifically listed, but normally include in general window cleaning practices will be provided.

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 is seeking a Contractor to provide interior and exterior window cleaning services on eleven (11) multi-level buildings in Oregon City, Clackamas and Milwaukie. Contractor will clean interior and exterior of all outside-facing windows (i.e. windows that are part of the building envelope) including glass, frames and sills on eleven buildings as noted on the Service Location located in **Attachment 1**, attached and hereby incorporated by reference.

3.3. SCOPE OF WORK

3.3.1. Definitions and Specifications:

- Contractor shall provide all transportation, labor, equipment, tools, materials, and supplies to perform these services.
- If needed, the County shall provide contractor access to indoor and outdoor clean water sources and sewage disposal at each location.
- Windows are considered clean when all glass, frame, and sill surfaces are without streaks, film, staining, deposits, or debris, and have a uniform bright appearance.
- Contractor's employees shall not utilize any county telephones, office equipment or furnishings when on County property.
- The County may restrict the use of any methods and products that may cause damage to building surfaces or finishes or harm to surrounding environments.
- Contractor shall take reasonable precautions to protect all adjacent improvements, such as utility infrastructure, buildings, vehicles, equipment, hardscape, irrigation and lighting systems, and softscape, from cleaning activities, including but not limited to using appropriate cleaning solutions for the type and condition of surfaces and finishes.
- Contractor shall inspect, photo document, and immediately report to the County any damaged or compromised work surfaces found prior to cleaning or caused by contractor personnel, such as, but not limited to, cracked or broken window glass, loose glazing or caulking around windows and frames, bent frames, and peeling or bubbling coatings and window tinting. Repairs for damage caused by contractor personnel shall be coordinated by the County and billed directly to and paid by the contractor.
- All washing shall be done with clean solutions and immediately dried in order to prevent scratching and streaking of surfaces. All exterior aluminum surrounding windows and structural glass in curtain walls shall be cleaned with an approved solution that will not damage the finish, and an approved sealant then applied.

- All services shall be performed and all liquid waste disposed in accordance with State of Oregon and local sewage, stormwater pollution, and wastewater discharge requirements and any other local laws and ordinances.
- Work site shall be left clean. Contractor is to remove excess cleaning solution off window sills and ledges. Clean, dry recyclables may be disposed unbagged in County recycling containers on site. All other waste materials shall be removed and properly disposed off-site in accordance with the County's Sustainability Policy - Disposal of Waste guidelines (hyperlink below).

3.3.2. Work Schedule:

- Cleanings are to be completed **two (2) times per contract year**: Once in the months of September/October, and once in the months of April/May. Cleanings are restricted to Saturdays and Sundays at all locations except the North Clackamas Aquatic Park, and the Development Services Building ("DSB") and Public Services Building ("PSB") may be serviced on Fridays as well.
- Dates and times of service are to be coordinated with the Contract Administrator in order to minimize disruption of County business. Schedules shall be confirmed at least ten (10) business days in advance of service in order to provide notice to occupants.
- Cleaning at each facility shall be performed continuously until completed, unless for prescribed work breaks or due to unsafe or unproductive conditions beyond the contractor's control, such as wet weather or temperatures that do not allow for proper cleaning. Contractor shall immediately notify the Contract Administrator when such conditions arise and with an anticipated return date and time.

3.3.3. Access:

- The County shall be responsible for securing legal permissions, as well as coordinating scheduling, for access to and from County leased facilities and from adjacent properties not occupied by the County.
- Contracted personnel may be required to provide valid photo identification and to pass a background check prior to entering restricted areas. Contract Administrator shall inform Contractor in writing of any requirements within 7 days following contract execution and no less than forty-five 45 days prior to each service period thereafter. Information required for these background checks shall be submitted to the Contract Administrator no less than thirty (30) days in advance of service. Contracted personnel shall be escorted through restricted areas by appropriate County personnel.
- Many service locations will require the use of a **ladder or mechanical lift equipment** with an articulating arm that provides safe access to exterior surfaces from properly paved areas. Vehicles and mobile equipment may not be driven on to turf and other landscaped surfaces or on to hardscape surfaces that are not rated for the weight. The Service Location List (Attachment 1) briefly notes limitations.

3.3.4. Appearance & Conduct:

- All Contracted 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 Contract Administrator.

3.3.5. Safety & Security:

- All Contracted 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.
- Contracted personnel shall immediately report to 9-1-1 any crimes in action or other emergencies.

- Contracted personnel shall immediately report to Contract Administrator any injuries on and vandalism or other damage to County facilities, as well as any observed potential hazards to person or property.
- Contractor to provide Contract Administrator with all Safety Data Sheets for all chemicals Contractor uses in the course of the resulting Contract. Contractor will also provide a complete inventory of the types of chemicals and their purpose.

3.3.6. 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 www.clackamas.us/sustainability/sustainabilitypolicy.html.

3.3.7. Term of Contract:

The term of the contract shall be from the effective date of the resulting Contract, through **June 30, 2023**, approximately 5 years.

The Fees provided in the contractor's proposal shall be locked for the first year of the contract. Contractor may request an increase in rates if provided sixty (60) days prior to the end of the then County fiscal year (July 1 to June 30). Any such rate increase may not exceed the applicable increase in the Consumer Price Index (CPI-W), West Urban-All Items (Annual Average).

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

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

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

☐ Travel Expense Reimbursement is Authorized

The following insurance requirements will be applicable.

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

SECTION 4 EVALUATION PROCEDURE

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

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

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

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-25
Scope of Work	0-20
Safety	0-20
Fees	0-35
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, one 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
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 **15 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:

- Documentation of operating as licensed business performing commercial multi-level window washing services for at least three (3) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Provide a general written program of how each location (See Attachment 1) will be serviced, cleaning solution(s) product list, cleaning method and any on-site resources needed (such as clean water supply), and where waste products will be disposed.
- Provide a list of chemicals used and there purposes in fulfilling the Scope of Work.
- Most of the scope of work is required to be completed on Fridays and weekends. Please describe how you can meet this requirement. Please note any special requirements for interior cleaning only.

5.3. Safety:

- Provide a list of safety procedures and all personal protective equipment (PPE) for interior and exterior service on this project that would be used for interior and exterior services.

5.5. References

- Provide three (3) references from clients your firm has served similar to the County (but not including 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. Fees

Fees should be on a fixed fee basis per location for **interior and exterior**. Fees should be all-inclusive of travel, non-standard work times, and any other incidental costs. Please use the attached Fee Schedule (page 14) or something sufficiently descriptive to facilitate acceptance of your proposal.

5.6. Completed Proposal Certification (see next page)

PROPOSAL CERTIFICATION
RFP #2018-57 Window Cleaning 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 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: _____

Fees Schedule
RFP #2018-57 Window Cleaning Services

Fixed Fee per Location
Interior and Exterior



Facility Name	Service Areas	# Floors	Exterior Fee	Interior Fee	Total Fee 2X per Year
Central Utility Plant (CUP) Building	2 floors	2			
Silver Oak Building	2 floors, except interior of Sheriff's Evidence facility	2			
Development Services Building (DSB)	4 floors + roof trim	4.5			
Public Services Building (PSB)	4 floors + roof trim	4.5			
Multnomah Lodge	2nd + 3rd floors only	2			
Courthouse	3 floors + partially exposed ground level	3.5			
Holman Building	2 floors	2			
Stokes Building	2 floors	2			
Bowman Training Center	2 floors	2			
Brooks Building	upper 2 floors, first floor entrances + stairwell	2.5			



Facility Name	Service Areas	# Floors	Exterior Fee	Interior Fee	Total Fee 2X per Year
North Clackamas Aquatic Park	all windows including vaulted pool atrium	2			

Proposer:_____

Authorized Signature:_____

Date

ATTACHMENT 1

SERVICE LOCATION LIST WITH ACCESS NOTES

Facility Name	Address Street	City	Holding	Service Areas	Access	# Floors
Central Utility Plant (CUP) Building	1710 Red Soils Court	Oregon City	Owned	2 floors	lift truck with boom to protect irrigation	2
Silver Oak Building	1810 Red Soils Court	Oregon City	Owned	2 floors, except interior of Sheriff's Evidence facility	lift truck with boom to protect irrigation	2
Development Services Building (DSB)	150 Beavercreek Road	Oregon City	Owned	4 floors + roof trim	roof-top anchor points	4.5
Public Services Building (PSB)	2051 Kaen Road	Oregon City	Owned	4 floors + roof trim	roof-top anchor points	4.5
Multnomah Lodge	707 Main Street	Oregon City	Leased	2nd + 3rd floors only	no anchor points; no scaffolding allowed	2
Courthouse	807 Main Street	Oregon City	Owned	3 floors + partially exposed ground level	no anchor points; no scaffolding allowed	3.5
Holman Building	821 Main Street	Oregon City	Owned	2 floors	no anchor points; no scaffolding allowed	2
Stokes Building	1024 Main Street	Oregon City	Owned	2 floors	no anchor points; no scaffolding allowed	2
Bowman Training Center	12800 SE 82nd Avenue	Clackamas	Owned	2 floors	no anchor points; no scaffolding allowed	2
Brooks Building	9101 SE Sunnybrook Boulevard	Clackamas	Owned	upper 2 floors, first floor entrances + stairwell	roof-top anchor points	2.5

Facility Name	Address Street	City	Holding	Service Areas	Access	# Floors
North Clackamas Aquatic Park	7300 SE Harmony Road	Milwaukie	Owned	all windows including vaulted pool atrium	no anchor points; no scaffolding allowed	2