

#### **Department of Finance**

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

July 17, 2025	BCC Agenda Date/Item:

Board of County Commissioners Clackamas County

Approval of a Contract with A-1 Integrity for window washing services. Contract Value is \$261,623 for 3 years. Funding is through budgeted departmental cost allocations, which does include a small portion of budgeted County General Funds.

Previous Board	N/A						
Action/Review							
Performance	Build (maintain) a strong	Build (maintain) a strong infrastructure. Ensure safe, clean, healthy, and secure					
Clackamas	communities.						
Counsel Review	Yes	Procurement Review	Yes				
Contact Person	Chris Nizer	Contact Phone	503-557-6420				

**EXECUTIVE SUMMARY**: Clackamas County has eleven buildings that have their windows washed. Five buildings that we clean windows annually, and six buildings that we clean semiannually. Buildings are maintained by Facilities Management. The maintenance and cleaning of all windows at these locations requires a contractor who is qualified in high-rise window cleaning. The County does not have the required equipment or trained staff to perform this work, but both requirements are met by our selected window washing contractor, A-1 Integrity Inc. This contract shall remain in effect until June 30, 2028.

**RECOMMENDATION:** Staff respectfully requests that the board approve this contract.

Respectfully submitted,

Clizabeth Comfort

Elizabeth Comfort Director Finance

For Filing Use Only



## CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT Contract #0000001332

This Goods and Services Contract (this "Contract") is entered into between **A-1 Integrity Inc.** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Finance - Facilities Management Division, for the purposes of providing window washing services.

#### ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2028 or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work. The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Sixty-One Thousand Six Hundred Twenty-Three Dollars (\$261,623.00) for performing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to: tdalesandro@clackamas.us

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

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

7. Contractor and County Contacts.

Contractor Administrator: Dylan Thomas County Administrator: Tanneke Dalesandro

Phone: 503-254-3554 Phone: 503-780-7113

#### ARTICLE II.

1. Access to Records. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- 2. Availability of Funds. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law. This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

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

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

- 8. Independent Contractor Status. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

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

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

- 10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

#### 12. Reserved.

- 13. Representations of Warranties. Contractor represents and warrants the following:
  - A. Contractor has the power and authority to enter into and perform this Contract;
  - **B.** This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - D. Contractor is an independent contractor as defined in ORS 670.600.
    - If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.
  - **E.** If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

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

#### 14. Delivery and Inspections.

- A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- **B.** Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to

cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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

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

21. Remedies. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason,

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

- 31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.
- 32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 33. Amendment. This Contract may only be modified in writing signed by the parties.

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

A-1 Integrity Inc. 2415 E Fourth Plain Blvd. Vancouver, WA 98661	Clackamas County	
Authorized Signature Date	Signature	Date
DYLAN THOMAS PRESIDENT Name / Title (Printed)	Name:	forther and the state of the st
251964-94	Title:	
Oregon Business Registry #	Approved as to Form:	
FBC/Washington	_ Kwanda Hella	6/24/2025
Entity Type / State of Formation	County Counsel	Date

# EXHIBIT A REQUEST FOR PROPOSALS 2025-15 FOR WINDOW WASHING SERVICES PUBLISHED MARCH 4, 2025



#### **REQUEST FOR PROPOSALS #2025-15**

**FOR** 

#### WINDOW WASHING SERVICES

#### **BOARD OF COUNTY COMMISSIONERS**

CRAIG ROBERTS, Chair PAUL SAVAS, Commissioner MELISSA FIRESIDE, Commissioner MARTHA SCHRADER, Commissioner BEN WEST, Commissioner

> Gary Schmidt County Administrator

> > Stephanie Ebner Contract Analyst

#### PROPOSAL CLOSING DATE, TIME AND LOCATION

**DATE:** April 1, 2025

TIME: 2:00 PM, Pacific Time

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

#### **SCHEDULE**

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#### SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until 2:00 PM, April 1, 2025 ("Closing"), to provide Window Washing Services. No Proposals will be received or considered after that time.

#### Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address <a href="https://oregonbuys.gov/bso/view/login/login.xhtml">https://oregonbuys.gov/bso/view/login/login.xhtml</a>, Document No. S-C01010-00013023.

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

#### **Submitting Proposals: Bid Locker**

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

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

#### **Contact Information**

Procurement Process and Technical Questions: Stephanie Ebner, sebner@clackamas.us

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

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

#### SECTION 2 INSTRUCTIONS TO PROPOSERS

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

- **2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.
- 2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.
- 2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.
- **2.4** Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.
- 2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

#### County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.
- **2.7** Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.
- 2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a TRADE SECRET under ORS 192.345(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:

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

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

- 2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.
- **2.10** RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.
- **2.11** Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.
- **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 contactor's obligation to the 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. <u>INTRODUCTION</u>

Clackamas County Facilities is seeking Proposals from vendors to provide interior and exterior window cleaning services on (10) multi-level buildings in Oregon City and Clackamas. 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.

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 SCOPE OF WORK

- 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 by using non marking tires or
  pressure washing following the work, irrigation and lighting systems, and soft surface
  landscape/ turf areas ground protection must be used, 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.

#### 3.2.1 Building Access

#### **Building Locations**

<b>Facility Name</b>	Address	Service Areas	1250600000000000000000000000000000000000		Required Services	
Central Utility Plant (CUP)	1710 Red Soils Court Oregon City	2 floors	Lift truck with boom to protect irrigation	2	Annual	
Development Service Building (DSB)	150 Beavercreek Rd Oregon City	4 floors & roof trim	No anchor points, boom truck	4.5	Semi-Annual	

Public Services Building (PSB)	2051 Kaen Rd Oregon City	4 floors & roof trim	Roof Top Anchor Points	4.5	Semi-Annual
Bowman Training Center	12800 SE 82 <sup>nd</sup> Ave Clackamas	2 floors	No Anchor Points; no Scaffolding Allowed	2	Annual
Brooks Building	9101 SE Sunnyside Blvd. Clackamas	Upper 2 floors, first floor entrances	Stairwell Wall ladder, Roof top anchors	2.5	Semi-Annual
Lake Road Health	6605 SE Lake Rd. Portland	3 floors	Stairwell Wall ladder, Roof top anchors	3.5	Semi-Annual
Public Shooting Range	12700 SE 82 <sup>nd</sup> Ave Clackamas	1 floor	No access needed	1	Annual
Transportation Building	19246 Wacheno Parkway Oregon City	2 floors	No Anchor Points; No Scaffolding allowed	2	Semi-Annual
A Safe Place	256 Warner Milne Rd Oregon City	1 floor	No Access Needed	1	Annual
Gladstone Library	135 E Dartmouth St Gladstone	1.5 floors	No Access Needed	1.5	Semi-Annual
Sandy Health Clinic	39740 Pleasant St Sandy	1.5 floors	No Access Needed	1.5	Annual

#### Required:

• Contractor and employees must pass criminal background check. On dates of service, Contractor is to be escorted through areas by County staff.

#### Sustainability

• In order to promote responsible social, economic, and environmental practices, Contractor shall use, when available, certified environmentally safe cleaning products when conducting the work under this RFP.

#### Safety Data Sheets (SDS)

 Contractor is required to provide current product specifications and MSDS information for all chemicals stored or used in Clackamas County facilities, including, but not limited to all fuels, lubricants, coatings, and cleaners.

#### 3.2.1. Work Schedule:

• Windows at building that are to be cleaned twice annually should be scheduled once in the months of September/October, and once in the months of April/May. Windows at buildings that are to be cleaned once annually, should be scheduled in the month of April. Dates and times of service are to be coordinated with the contract administrator to minimize disruption. Dates of service shall be sent at least ten (10) business days in advance of providing service to allow County Facilities Management to provide occupants notice. The first cleaning is estimated to be provided in May or June, 2025.

Work will primarily be performed after hours and on weekends.

#### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30**, **2028** with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

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

The applicable Sample Goods & Services Contract for this RFP can be found at https://www.clackamas.us/finance/terms.html.

Goods & Services Contract (unless checked, item does not apply)
Travel Expense Reimbursement is Authorized
TPI C 11
The following insurance requirements will be applicable.
Required - Workers Compensation: Contractor shall comply with the statutory workers'
compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per
occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or
negligent acts.
Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000
per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage
Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per
occurrence for Bodily Injury and Property Damage.

## SECTION 4 EVALUATION PROCEDURE

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

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

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

#### 4.2 Evaluation Criteria

Category	Points available:
Proposer's General Background and Qualifications	0-30
Scope of Work	0-30
Fees	0-40
Available points	0-100

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

#### SECTION 5 PROPOSAL CONTENTS

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

- **5.1.1.** Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.
- **5.1.2.** Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.
- **5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.
- **5.1.4.** Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

#### 5.2. Proposer's General Background and Qualifications:

- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of the company safety protocols and/or policy for emergency and/or safety handlings
- Provide attached Fee Sheet. Fees should be inclusive of all labor, associated charges, equipment, rentals, and taxes for each location as described.
  - Provide a not to exceed total per location and calculate a grand total for the total proposal amount
  - List any Optional related miscellaneous services and associated hourly rates

#### 5.3. Scope of Work

Questions:

- What is unique about your company that makes you stand out from others?
- Can you provide an escalation calendar with each quote? This should contain escalation % and annual contract value.
- All work related to this RFQ is performed mostly on weekends. Is this something you provide at regular rates?
- What are your procedures to protect the grounds and the environment while performing work?
- Do you provide guaranteed scheduling?
- Do you own or rent equipment, such as man lifts?
- What are your company procedures as they would apply to emergency situations?

#### **5.4.** Fees

Fees should be on a time and material with a not to exceed fee basis <u>or</u> fixed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. Please provide a price sheet indicating first year costs and any subsequent annual increases. List the not-to-exceed amount you propose for the service. If time and material basis – Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

#### 5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

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

## PROPOSAL CERTIFICATION RFP #2025-15

KFP #2025-15
Submitted by: A-1 INTEGRATY INC FBC WASHINGTON (Must be entity's full legal name, and State of Formation)
Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:
<b>SECTION I. OREGON TAX LAWS:</b> As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.
SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.
<ol> <li>SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:         <ol> <li>Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and</li> <li>Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and</li> </ol> </li> <li>Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and</li> <li>Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.</li> </ol>
Name: DYLAN THOMAS  Date: 6/4/25  Signature: Du Tu Title: President  Email: Service @ Zunbass zelor window dezning Telephone: 503 254-3554  Oregon Business Registry Number: 251964-94  OR CCB # (if applicable): AA
Signature: Du Title: President
Email: Service @ Zunbass zelor window dezning Telephone: 503 254-3554
Oregon Business Registry Number: 25 1964-94 OR CCB # (if applicable):
Business Designation (check one):  ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company
☐ Resident Quoter, as defined in ORS 279A.120 ☐ Non-Resident Quote. Resident State: ☐ ASRIA & HON

## EXHIBIT B CONTRACTOR PROPOSAL

#### **Ambassador Window Cleaning**

March 19, 2025

RE: Clackamas County Window Washing RFP 2025-15 Window Washing Services

#### **General Background and Qualifications:**

- Pg 1-2 Description providing similar services to similar size public agencies w/in (5) years.
- Pg 3 Description of ability to meet the requirements in Section 3 (Scope of work).
- Pg 3 Description of company safety protocols, policy for emergencies.
- Pg 4-5 Scope of work
- Pg 6 Provide attached Fee Sheet. Fees should be inclusive of all labor, associated charges, equipment, rentals, and taxes for each location as described.
  - Provide a not to exceed total per location and calculate a grand total for the total proposal amount
  - o List Any Optional related miscellaneous services & associated hourly rates

#### Pg 7 References

#### **Similar Services**

The most technical Clackamas County Buildings are the DSB & PSB which require access with boom lift and rappelling. But also require the staffing to complete all the inside work over the weekend quickly. We typically send crews of 4 – 6 on the weekend to ensure that we can complete the work quickly so county staff does not have to escort us for weeks at a time while the work is being completed.

The following jobs are all jobs with similar technical specifications or access requirements that we have completed recently. A brief description of the scope of the work is included.

<u>Clackamas County</u> - We provided window cleaning services for the county starting in October of 2023. The DSB & PSB buildings are the most technical requiring boom lift and rappel access and require work completed on the weekend. We typically completed all the sites over 5 weekends.

Feedback on our work from county staff has been tremendously positive. We focus on clear and concise communication and precise schedules for the work. We were told by county staff that our crew was able to finish the DSB & PSB on a significantly faster timeline than previous cleaning contractors.

Multnomah County Library Locations; including, Woodstock, Northwest, Hollywood,

Gregory Heights, Albina, Rockwood, Belmont, Kennedy, Holgate, Fairview, Gresham, Troutdale, Midland, Capital Hill, North Portland, St Johns. Very similar to some of the smaller Clackamas County locations and are relatively simple jobs.

<u>Central Library</u> – 801 SW 10<sup>th</sup> Ave. Inside & out window cleaning, for this historic 4 story building in downtown



Camas Public Library - 625 NE 4<sup>th</sup> Ave Camas. Inside & Out Window Cleaning, as well as, High Dusting. Atrium cleaning requires using a scissor lift to access the inside.

Portland Fire & Rescue - 55 SW Ash Street Portland. Annual Cleaning Since April 2023 and coming scheduled for April 15 2025. Over 988 glass surface to clean including Bay Doors where fire engines are parked requiring a high attention to detail when trucks are leaving and entering the bays. Contact - Angela Bostock



<u>Portland Fire Stations</u> (multiple) Including Cowlitz Fire & Medical, Portland Fire Logistics Building, Portland Fire Fighters Association, Fire Marshall Building, Belmont Fire House. Inside & Out window cleaning since 2024 and just completed in March of 2025. Various size locations but very similar to the majority of the Clackamas County locations.

<u>Dundee Fire Station</u> – 801 Oregon 99W Dundee. Installing Holiday lights October 2024.

<u>Kerby Building PBOT</u> – 2929 N Kerby Ave. Annual Window Cleaning and High Dusting since before 2017. We perform this work during non-working hours to ensure we do not disturb workers and our crew completes the work in 4 days.

<u>Vancouver Federal Building</u> – 500 West 12<sup>th</sup> Street Vancouver. Bi-Annual Window Cleaning & High Dusting since before 2017. The 2 story federal building houses the IRS, Federal Court, FBI, Marshalls, and other federal government offices with strict security requirements. We complete the work in 1 day.

<u>Vancouver Public Utilities District</u> - 8600 NE 117<sup>th</sup> Ave Vancouver & 1200 Fort Vancouver Way. The PUD has multiple locations including a 4-story building. We clean the windows on a monthly service schedule since January 2024. Contact - Kathy Balch

#### **Ability to Meet Requirements**

Our 14 person team includes technicians with years of experience. Our 3 most experienced technicians have 20, 11, &, 8 years of experience respectively. With boom lift & high - access certifications; they quite literally have years of experience in the field.

Our technicians go through rigorous training to ensure that they are the best at the work we do and that they are great with our customers. We have 100s of 5-Star reviews to illustrate our dedication to the work we do.

Our fully staffed office for dispatching and customer service ensures reliable and fast communication and mobilization.

#### **Company Safety Protocols**

Our safety training and SOPs are on our Learning Management Software (LMS). The LMS is comprised of Modules which include videos, documents, and quizzes culminating in a hands-on evaluation by a trainer. To pass modules technicians need to score 90% or higher.

Our Safety training is based off ANSI IWCA I-14.1-2001 standard for window cleaning with focuses on ladder work & fall protection. We address various safety items at our bi-weekly company huddles and the LMS Safety Modules are reset and completed annually by all our technicians.

Our High Access training for Rappelling and Boom lift operations are also on the LMS with requirements for on-the-job training to complete certifications.

We have a zero-tolerance policy for cutting corners on Fall Protection. If a manager observes failure to follow Fall Pro rules we start with a Written Warning, then a 3-Day Suspension, and finally termination. We take Fall Protection seriously.

All incidents or injuries on the job are required to be reported to management to determine the next steps and share insights with the rest of the team. Any injury that is life threatening crews will call 911 and take necessary action to stabilize the situation.

#### Scope of Work

- What is unique about your company that makes you stand out from others?
- Can you provide an escalation calendar with each quote? This should contain escalation% and annual contract value.
- All work related to this RFQ is performed mostly on weekends. Is this something you provide at regular rates?
- What are your procedures to protect the grounds and the environment while performing work?
- Do you provide guaranteed scheduling?
- Do you own or rent equipment, such as man lifts?
- What are your company procedures as they would apply to emergency situations?

#### **Unique:**

We are "A People Company That Happens To Wash Windows". All the folks on our team enjoy the work we do and truly enjoy helping customers. The pride our team takes in their work - makes our job somewhat easy.

The level of experience we have on the team allows for us to plan and execute some very difficult projects. Our training program allows us to effectively level up new team members very quickly and our fully staffed office can quickly and efficiently coordinate service.

#### **Escalation:**

A 3% increase each calendar year included in the fee sheet.

#### Weekend Work:

We understand Clackamas County needs and have coordinated schedules with County staff for weekend work for almost 2 years. There is no extra charge for this since we plan our schedule for this work to occur on the weekends.

#### **Protecting Grounds:**

Our crew leaders conduct a job walk at the beginning of each day to identify risks, access, obstacles, etc. These insights are communicated with the daily work plan with the team to ensure the crew understands. Our team is very conscious of ensuring that we protect property from any damage from the work we do to include landscaping, bushes, trees, sidewalks, etc. As a team we value being "Thoughtful, Accountable, Detailed" and discuss the concept on a regular basis in team huddles.

#### Scheduling:

Our company has a satisfaction guarantee and scheduling plays a big role in satisfaction. We have a lot of experience scheduling and planning these specific jobs and many similar projects throughout the year. We focus on ensuring we have the right people capable of the work, allocating the right resources like time equipment, and flexibility to ensure we can pivot if we needed. Communication with the team and client is at the core of scheduling and our contacts with the county will attest to our ability to deliver.

#### Equipment:

We have worked with Herc Rentals for years and they deliver top-of-the-line equipment in a timely manner. They are great about delivering on time and picking up equipment quickly.

#### Emergency:

In any emergency situation our Emergency Action Plan (EAP) consists of reporting the situation depending on severity up to calling 911. Crew leaders account for team members, set up muster points and potentially stabilize the situation as needed. We perform after action reporting and assessments to mitigate complications with corrective action plans.

#### **Fees**

Price sheet indicating first year "Base Quote Per Visit" costs (green) and subsequent annual increases (blue). Includes "Total Quote Amount Per Visit" per visit and total cost per year of annual & semi-annual visits.

Ambassador Window Cleaning Fee Sheet

Facilities Name	Address	Service Areas	Access	QTY Floors	Required Service	Base Quote Per Visit	2026 Per Visit	2027 Per Visit	2028 Per Visit
							Escalation		
Central Utility Plant (CUP)	1710 Red Soils Ct Oregon City	2 Floors	Lift truck w/boom to protect irrigation	2	Annual	\$2,755	\$2,838	\$2,923	<b>\$</b> 3,010
Development Service Building (DSB)	150 Beavercreek Rd Oregon City	4 Floors + roof trim	roof top anchor points	4.5	Semi-Annual	\$13,170	\$13,565	\$13,972	\$14,391
Public Service Building (PSB)	2051 Kean Road Oregon City	4 floors + roof trim	roof top anchor points	4.5	Semi-Annual	\$13,080	\$13,472	\$13,877	\$14,293
Bowman Traning Center	12800 SE 82nd Avenue Clackamas	2 floors	no anchor points; no scaffolding allowed	2	Annual	\$689	\$709	\$731	<b>\$7</b> 53
Brooks Building	9101 SE Sunnyside Blvd Clackamas	upper 2 floors, first floor entrances	stairwell wall ladder, rooftop anchors	2.5	Semi-Annual	\$4,400	\$4,532	\$4,668	\$4,808
Lake Road Health	6605 SE Lake Rd. Porland	3 floors	Stairwell Wall ladder, Roof top Anchors	3.5	Semi-Annual	\$3,342	\$3,442	\$3,546	\$3,652
Public Shooting Range	12700 SE 82nd Ave Clackamas	1 floor	No Access Needed	1	Annual	\$808	\$832	\$857	\$882
Transportation Building	19246 Wacheno Pkwy OregonCity	2 floors	no anchor points; no scaffolding allowed	2	Semi-Annual	\$879	\$905	\$932	\$960
A Safe Place	256 WarnerMilne Rd Oregon City	1 floor	No Access Needed	1	Annual	\$855	\$881	\$907	\$934
Gladstone Library	135 E Dartmouth St Gladstone	1.5 floors	No Access Needed	1.5	Semi-Annual	\$939	\$967	\$996	\$1,026
Sandy Health Clinic	39740 Pleasant Street Sandy	1.5 floors	No Access Needed	1.5	Annual	\$1,550	\$1,597	\$1,644	\$1,694
Total Quote An Visit	nount Per				Per visit total	\$42,466	\$43,740	\$45,052	\$46,404
Total Quote An	nual Cost				Annual visits total	\$78,276	\$84,643	\$87,182	\$89,798

List any additional services & associated fees:	Fee
(DSP) - Solar Panel Cleaning Per Visit Total	\$1,771
(Clackamas Courthouse) - Window Cleaning Inside & Out Per Visit Total.	\$3,685
(Public Shooting Range) - Clean top of plexi-glass canopy per visit total.	\$475
(Public Shooting Range) - Clean Relight Windows Per Visit Total.	\$190
(UCP) - Boom lift to access 2nd floor is not necessary. Savings to not rent boom.	-\$750

All individual Visit Prices are listed and billed per job completed.

	\$42,466	Base Quote Per Visit Total
•	047.400	Dase Chole Fel Visit Iolai

\$78,276 Total Quote Annual Cost (sum of the Annual & Semi Annual visits)

• \$84,643 Escalation for 2026 Annual Quote Total

• \$87,182 2027 Annual Quote Total

• \$89,798 2028 Annual Quote Total

References Name, address, email, phone number.

- (3) references from clients similar to the County in the past (3) years including
- (1) newly engaged client within the past (36) months
- (1) long-term client.

#### New References (2)

Kathy Balch – 360-798-1686 – Vancouver PUD 8600 NE 117<sup>th</sup> Ave Vancouver – starjanitor@comcast.net. We clean the windows for Kathy monthly at various locations starting service in January 2023. There are a lot of variables, communication, and client interaction for this work.

Alycia – 503-219-9998 – 937 NW Glisan Street Portland – 937concierge@blustonecam.com. 937 Condos Concierge. We recently performed high rise window cleaning with feedback that our crews were wonderful and the last company would receive multiple complaints daily.

#### Long Term Reference (1)

Conrad Guerrero – 503-998-0481 – Conradsguerrero@gmail.com. Contractor for Safeway Grocery Stores in OR & Washing Window Cleaning and freezer/cooler glass cleaning since 2020. Tight deadlines by store managers & we work with Conrad to complete the work quickly & efficiently. We completed 16 Stores in 2022, 19 Stores in 2023, and 7 Stores in 2024 ranging from a few hours of work to Multiple crews for multiple days depending on the size and scope of the work.

#### Additional References (3)

Ted Germain – 971-645-9005 – 1700 Main Street Vancouver – uptownmgr@grnlf.com.

Maintenance Manager for Multi-Story Apartment building where we rappel to wash the windows, power wash the building siding, and power wash the sidewalks around the building since 2019.

Alex McCaffery – 360-625-5505 - 922 NW 11<sup>th</sup> Ave – <u>alex.mccaffery@ams.nw.com</u>. Regional Manager for Park Place Condos, Tanner Place, Riverview etc. High Rise buildings in Portland where we clean windows, awning from buildings up to 13 floors. We have been cleaning windows at some of these buildings since 2017 but Alex's company recently took over management of the buildings.

Michael Kallas – 360-567-4347 - 300 West 8<sup>th</sup> Street Vancouver – mkallas@iwmhoa.com. Our Contact for Heritage Place Condos for exterior windows cleaning at two 4-story buildings since annually since 2020.

## FINAL A-1 Integrity - CT 1332-Legal Signed

Final Audit Report 2025-06-30

Created: 2025-06-30

By: Jennifer Johnson (JJohnson@clackamas.us)

Status: Signed

Transaction ID: CBJCHBCAABAAZK51ymC0v3gTWa7ogF10NiJbFlpGcLQH

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