

CLACKAMAS SOIL AND WATER CONSERVATION DISTRICT

22055 S. Beaver Creek Rd., Suite 1
Beaver Creek, OR 97004
Phone: (503) 210-6000

REQUEST FOR PROPOSALS

Landscape Design Services

Jason Faucera
Land Management Program Manager
jfaucera@conservationdistrict.org
Cell: 503-998-3525

The Clackamas Soil and Water Conservation District (“CSWCD”) requests proposals for landscape design services at its office located at 22055 S. Beaver Creek Road in Beaver Creek, Oregon (“Project”). The deadline for submission is 2:00 p.m., on Friday, February 9, 2024, in CSWCD’s business office, 22055 S. Beaver Creek Road, Suite 1, Beaver Creek OR, 97004. *Late submissions will be returned unopened.*

PROPOSERS SHALL REVIEW ALL INSTRUCTIONS PROVIDED HEREIN, AS WELL AS ALL CONTRACT TERMS AND CONDITIONS (SEE ATTACHMENT C: SAMPLE AGREEMENT).

Project Background and Description. Clackamas SWCD’s Conservation Resource Center (CRC) is the center of operations for approximately 20 staff who deliver technical and financial resources to Clackamas County residents to improve the management and function of lands throughout the county for healthier communities and habitat.

Constructed in 2019, the L-shaped 10,851 square foot facility adjoins a 5,320 square foot, semi-rectangular plaza (“the Plaza”) composed of fill and topped with decomposed granite with drains to a stormwater management basin to remove excess surface water. The Plaza is elevated above the natural grade and driveway to maintain a consistent elevation with the main building, whose conference room egress opens onto the Plaza.

The building landscaping, also installed in 2019, is supported by a functioning irrigation system, and consists of typical ornamental species with some limited native plants included. Trees, shrubs, groundcover, and grass have all been incorporated, and are located directly adjacent to the building and in and around the surrounding parking areas and driveways.

Current landscaping is not reflective of CSWCD’s values and desired use of the CRC for demonstration and education of the people it serves. Ideally the Plaza will support multiple uses and the landscaping will reflect CSWCD’s commitment to natural resource conservation and promotion of responsible land management to support sustainable agriculture and forestry,

accessible open spaces, wildlife habitat, ecologic function, climate resiliency, and healthy communities.

Plaza and landscaping improvement design should incorporate the following values, functions, and features:

- **Values.** Conservation Education and Inspiration, Healthy Habitats, Community, Equity, Climate Resiliency, Fire Resiliency, Enjoyable Workplace, Customer Service, Accessibility, Working Landscape, Good Neighbor.
- **Functions.** Educational components demonstrating conservation principles and practices, alternate workspace or lunch area for staff (spring - fall), meeting areas with customers, large and small event space, conference room overflow and break space, convey who we are and what we do.
- **Features.** Shade (permanent and flexible), improved surface for better all-season access, climate resilient native plantings (no turf grass) spaced for mature, Habitat features (especially for pollinators), flexibility in use, fire wise design, better accessibility from parking area, low to moderate maintenance, incorporation of interpretive signage.

Site Visit. A site visit will be held from 10:00 a.m. – 11:00 a.m. on Tuesday, January 30, 2024. The site visit is optional but strongly encouraged.

Proposed Scope of Work. The proposed scope of services must meet the specifications described in Attachment A to this request for proposals (“RFP”).

Qualifications. To qualify for consideration, proposers must have at least five (5) years of experience designing landscaping projects of the size and scope described in this RFP. Proposers must demonstrate that they are licensed to perform landscape design services in Oregon. The selected contractor shall maintain such licensure throughout the term of the contract.

Project Administration. CSWCD’s Contract Administrator for this contract will be Jason Faucera, Land Management Program Manager, jfaucera@conservationdistrict.org, Cell: 503-998-3525.

Proposals shall designate one point of contact for the resulting Contract.

Proposal Instructions. Mail or deliver two (2) paper copies of the proposal to CSWCD in a sealed envelope, labeled “Response to Request for Proposals for Landscape Design Services,” and addressed to:

Jason Faucera
Land Management Program Manager
22055 S. Beaver Creek Rd., Suite 1
Beaver Creek, OR 97004

As an alternative to paper copies, proposals may be submitted electronically in pdf format, with “Response to Request for Proposals for Landscape Design Services” in the subject line, to Jason Faucera, jfaucera@conservationdistrict.org.

- A. Deadline: Proposals will not be considered if received after 2:00 p.m. on Friday, February 9, 2024.
- B. RFP as Basis for Proposals: This RFP represents the most definitive statement CSWCD will make concerning the information upon which Proposals are to be based. Any verbal information not addressed in this RFP will not be considered in evaluating the Proposal. All questions relating to this RFP should be addressed to the Project Administrator. Any questions which, in the opinion of CSWCD, warrant a written reply will be addressed in an amendment to this RFP that will be made available to all interested parties.

CSWCD will not respond to questions received after 2:00 p.m. on Tuesday, February 6, 2024.

- C. Information Release: CSWCD may solicit and secure background information, including references and financial information, based upon the information provided in response to this RFP. By submission of a proposal, all Proposers consent to such activity and release CSWCD from all claims arising from such activity.

Proposal Contents. The proposal should contain no more than twenty (20) pages of written material describing the qualifications of the Proposer to perform the work requested, as outlined below.

- A. Company Information: Fill out *Proposal Form #1* (Attachment B) with company information and indicate the Proposer’s willingness to participate in this RFP with an authorized signature.
 - Not to exceed one (1) page.
- B. Contact Information and Staffing: Provide the name, phone number, and email of the individual who would serve as the contact person for the contract. Also provide the name and a job description summary of each individual who would provide design or support services under the contract.
 - Not to exceed five (5) pages.
- C. Proposed Project Approach: Describe succinctly and clearly your proposed approach to performing the described work.

Provide a sample timeline showing any proposed meetings with CSWCD representatives; discussions with permitting agencies, if any; and significant project milestones, including dates for deliverables. Describe which person(s) named in Section B above would lead each step, and who would otherwise participate.

- Not to exceed six (6) pages.

D. Company References, Capacity, and Experience: List four (4) references for completed projects similar to the work described in this RFP. Include a brief project description; location of project; and contact name, phone number, and email address.

■ Not to exceed four (4) pages.

E. Sustainable Business Practices: Identify sustainable business practices that your company or business uses on a regular basis. Examples include use of recycled paper, use of biodiesel, recycling of materials, etc.

■ Not to exceed one (1) page.

F. Diversity in Employment and Contracting: Include efforts your company has made on past or current projects to ensure a diverse workforce, including policies and practices to promote the hiring of women and ethnic minorities.

■ Not to exceed one (1) page.

G. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined in this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP or the proposed contract terms (Attachment C) are encouraged to document their concerns in this part of their proposal.

■ Not to exceed two (2) pages.

Evaluation Criteria: Qualified proposers will be evaluated on the following criteria:

- (a) **[Up to 15 points.]** Availability of qualified, experienced staff, demonstrated ability to perform, and other resources required to complete design plans no later than _____, 2024. Includes familiarity with the project locale, including, but not limited to, familiarity with local building and permitting requirements.
- (b) **[Up to 15 points.]** Record of past performance, including, but not limited to, price and cost data from previous projects, quality of work, ability to meet schedules, cost control, business history and longevity, and contract administration.
- (c) **[Up to 10 points.]** Ownership status, financial depth, operational stability, and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses.
- (d) **[Up to 20 points.]** Proposed approach to the Project, including organizational chart for Project team, and use of sustainable building techniques that minimize environmental impacts.
- (e) **[Up to 10 points.]** Proposal demonstrates understanding of the values, functions, and features listed in the Scope of Work (Attachment A) and describes the incorporation those design elements in the proposed Project approach.
- (f) **[Up to 30 points.]** Fee schedule, reimbursable expenses, and proposed overall cost.

General Proposal Conditions

See Attachment C: Sample Agreement for sample contract terms and conditions.

- A. Limitation and Award: This RFP does not commit CSWCD to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. CSWCD reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, seek additional information to clarify any proposal, negotiate with any proposer, or to cancel all or part of this RFP.
- B. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, telephone number, and email address of an individual or individuals with authority to bind the Proposer during the period in which CSWCD is evaluating the proposal.
- C. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of CSWCD has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of CSWCD; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

Appeal of Contract Award. Any proposer who wishes to appeal the final contract award must do so in writing within seven (7) days of issuance of the Notice of Intent to Award. Appeals must be submitted to the address provided for submission of proposals. CSWCD will issue a written response to the appeal within seventy-two (72) hours of receipt of the written appeal.

ESTIMATED TIMELINE. The following is the estimated timeline for this contract award, if any. Dates are subject to change:

Deadline for responses to RFP:	Friday, February 9, 2024, at 2:00 p.m.
Notice of Intent to Award:	Tuesday, February 20, 2024
Contract Award:	Friday, March 1, 2024
Project Commencement:	Monday, March 4, 2024
Project Completion (Full Design):	Friday, May 3, 2024

ATTACHMENT A: SCOPE OF WORK

Design Elements:

Plaza and landscaping improvement design should incorporate the following values, functions, and features:

- Values. Conservation Education and Inspiration, Healthy Habitats, Community, Equity, Climate Resiliency, Fire Resiliency, Enjoyable Workplace, Customer Service, Accessibility, Working Landscape, Good Neighbor.
- Functions. Educational components demonstrating conservation principles and practices, alternate workspace or lunch area for staff (spring - fall), meeting areas with customers, large and small event space, conference room overflow and break space, convey who we are and what we do.
- Features. Shade (permanent and flexible), improved surface for better all-season access, climate resilient native plantings (no turf grass) spaced for mature, Habitat features (especially for pollinators), flexibility in use, fire wise design, better accessibility from parking area, low to moderate maintenance, incorporation of interpretive signage.

Required Services:

All work products will be completed and submitted in an agreed upon digital format that is determined prior to commencement of design work. It is the responsibility of the Consultant to ensure that data, reports, and plans are provided in acceptable formats.

1. Develop 40%, and 80% design concepts incorporating listed design elements with preliminary construction drawings for review and approval by CSWCD staff. Consultant will meet with relevant CSWCD staff as needed to ensure scope of work progress is acceptable and that products address design elements.
2. Develop a construction ready final design product with associated construction plans, drawings, and specifications for review and approval by CSWCD staff. Consultant may be asked to formally present the final product to CSWCD staff, Board of Directors, or the public.
3. Answer technical Requests For Information (RFI's) in a timely manner during construction related to the design, construction plans, drawings, and specifications. RFI's will need to be properly submitted to the City or its representative.
4. Provide as-built documents, consisting of reproducible copies of original drawings with modifications including electronic files in standard CAD format.

Proposed Schedule of Work:

Design work will commence as soon as possible after a contract is executed and the required contract documentation is delivered to CSWCD. CSWCD expects a contract to be in place no later than Friday, March 1, 2024.

The successful Consultant will attend a minimum of four (4) meetings with CSWCD staff to review the features of the 40%, 80%, and final design with associated construction plans, drawings, and specifications.

After CSWCD staff review, the 40% design concept documents and associated plans will be revised. The Consultant shall then coordinate and submit 80% design concept documents and plans to CSWCD staff for review. A final design product will be created from revisions of the 80% design concept.

The proposed 40% design concept and associated plans shall be available for review no later than Friday, March 22, 2024.

The proposed 80% design concept and associated plans shall be available for review no later than Friday, April 12, 2024.

The proposed final design product including associated construction plans, drawings, and specifications shall be available for review no later than Friday, April 26, 2024.

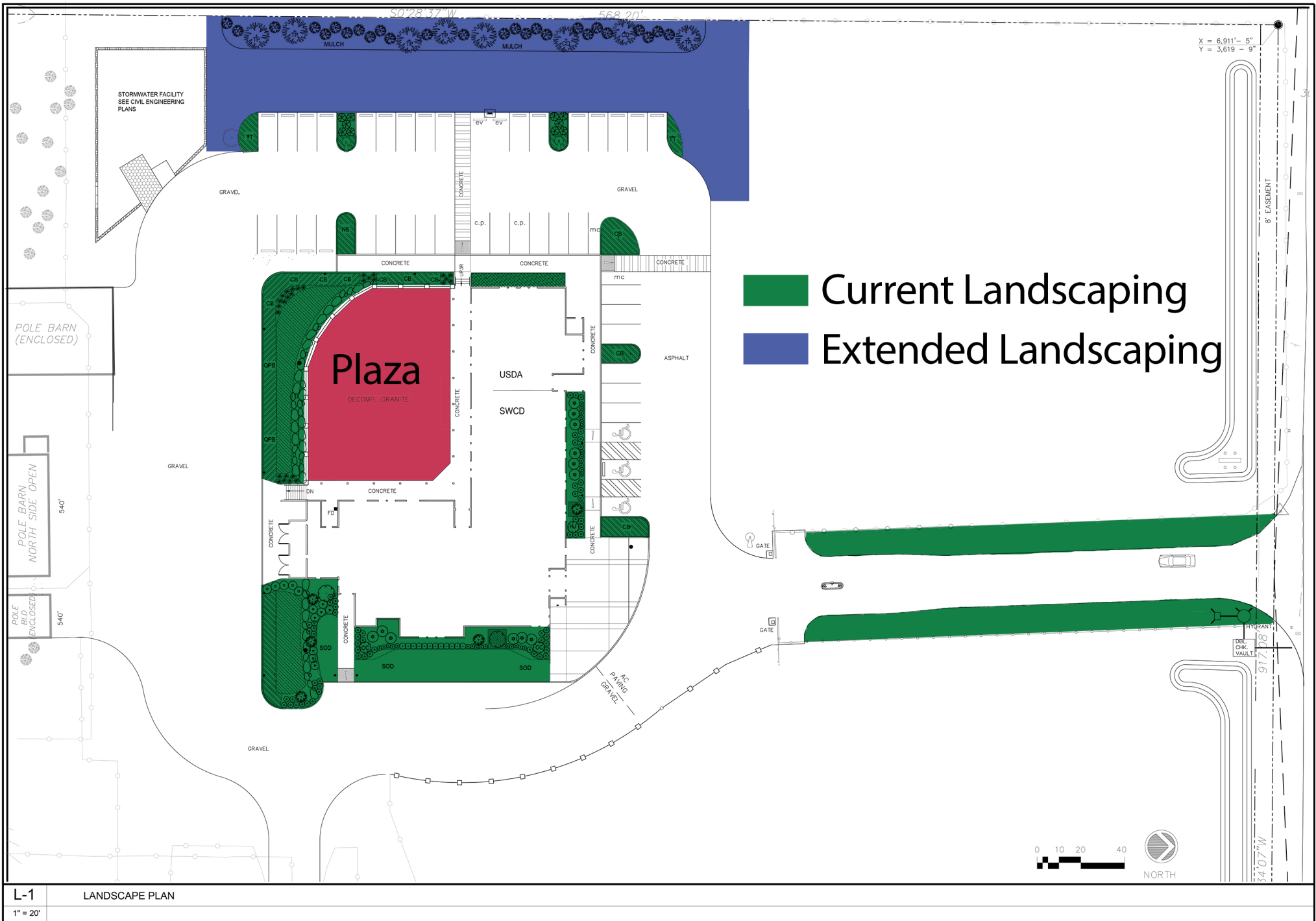
The Consultant will reserve one (1) of the allotted meetings with CSWCD to review features of the final design product and associated construction plans, drawings, and specifications. After review, the final design product and associated documents may be revised.

The Consultant shall submit the approved final design product and associated construction plans, drawings, and specifications to CSWCD for approval no later than Friday, May 3, 2024.

The design product will be considered final and complete upon written approval from CSWCD management staff.

CSWCD anticipates putting the construction project out to bid in May 2024.

Site Map of Project Areas:



L-1 LANDSCAPE PLAN

1" = 20'

ATTACHMENT B: PROPOSAL FORM #1

PROPOSER’S DECLARATIONS:

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Clackamas Soil and Water Conservation District, and that the proposal is made without any connection or collusion with any person making another proposal on this Agreement.

The Proposer further declares that they have carefully examined the specifications for the Project; personally inspected the site; and that this proposal is made according to the provisions and under the contractual terms set forth in the Proposal and incorporated herein by this reference.

CONTRACT EXECUTION:

The Proposer agrees that if this proposal is accepted, the Proposer will enter into an Agreement consistent with his or her submitted proposal and furnish all services necessary to complete the work in the manner, in the time, and according to the methods specified in the Request for Proposal and any ensuing contract documents. Any work required for the project, which is not specifically listed in this proposal, shall be considered incidental to the project. (No additional payment will be provided.)

PROPOSER:

The name of the Proposer submitting this proposal is _____ doing business at

Street City State Zip Code

By signing below, the Proposer certifies that the Proposer is authorized to bind the Proposer and any partnership or business entity represented by the Proposer in submitting this Proposal.

Signature

Date

Clackamas Soil and Water Conservation District

PROFESSIONAL SERVICES AGREEMENT

Landscape Design Services

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Clackamas Soil and Water Conservation (“District”), an Oregon special district and municipal corporation, and _____ (“the Contractor”), a company authorized to conduct business in the state of Oregon, and shall take effect upon signing by the parties hereto.

RECITALS

A. The District desires to obtain landscape design services for the District, and the Contractor is qualified and prepared to provide such services.

B. This Agreement establishes the scope of services to be provided by the Contractor and the compensation for such services.

AGREEMENT

1. **Engagement; Scope of Work.** The District hereby engages the Contractor for the purpose of providing the services (“the Services”) described in the Proposal dated _____, attached hereto as Exhibit A and incorporated herein by this reference. The Contractor accepts such engagement. This Agreement is non-exclusive. The District may engage other contractors to provide the Services herein described, and the Contractor may provide similar services to persons or entities other than the District.

2. **Term.** Performance of this Agreement shall commence as soon as practicable after signing and shall terminate upon the District’s written acceptance of the final design, unless earlier terminated pursuant to Section 14 of this Agreement.

3. **No Assignment; Delegation.** The Contractor was selected for experience, skills, and abilities unique to the Contractor. Therefore, the Contractor may not assign this Agreement, nor assign any duties under this Agreement, without the express written consent of the District. Contractor may employ subcontractors or employees to assist in performance of Contractor’s duties under this Agreement, but Contractor shall be solely responsible for the performance of such subcontractors or employees and shall indemnify and hold harmless District for any and all legal obligations associated therewith.

4. **Independent Contractor.** The Contractor shall be an independent contractor for all purposes. Nothing in this Agreement shall be interpreted to create an employer-employee relationship between the District and the Contractor. The Contractor shall be responsible for any and all required state and federal tax and Social Security withholding and payment for income due or paid to the Contractor under this Agreement, and to Contractor’s employees or subcontractors. The Contractor shall be responsible for obtaining worker’s compensation insurance, and paying premiums therefor, for the Contractor and any employees of the Contractor.

5. **Workspace, Facilities, Equipment.** The Contractor shall be responsible for providing transportation, workspace, computers, printers, telephones, and any and all other facilities and equipment necessary to provide Services under this Agreement.

6. **Hours of Work.** Except when Services to be provided under this Agreement require the Contractor to work at specified times and locations, the Contractor shall have the discretion to establish the Contractor's hours of work and the method of performing Services. Although the Contractor's work product may be subject to review and approval by the District, the District shall not be responsible for day-to-day supervision of the Contractor in performance of Services under this Agreement.

7. **Compensation.** For Services provided pursuant to this Agreement, the Contractor shall be compensated at the hourly rates included in the Proposal in Attachment A. The total amount of compensation due under this Agreement shall not exceed \$_____, plus reimbursable expenses as provided in paragraph 8 of this Agreement. Contractor shall make and keep reasonable records of work performed and expenses incurred pursuant to this Agreement and shall provide monthly invoices to the District itemizing the costs incurred during the prior month. Invoices submitted are subject to review and approval by the District's Board of Directors prior to payment. Approved invoices shall be paid in full within thirty (30) days of receipt thereof. As a condition of compensation, the Contractor shall provide the District with a Social Security number or federal tax identification number.

8. **Expenses.** In addition to the above compensation, the Contractor shall be reimbursed for the reasonable expenses and costs incurred for District business, as provided in the Contractor's Proposal.

9. **Insurance.** The Contractor shall carry insurance in the following minimum amounts:
- Commercial General Liability \$ 1,000,000 per occurrence
 - Workers' Compensation (if applicable) Statutory Limit
 - Professional Liability \$1,000,000 per claim (if applicable)

The District shall be named as an additional insured on each policy. Certificates of insurance shall be provided to the District prior to commencement of work under this Agreement. This requirement may be waived only by the District's Board of Directors or its designee.

In addition, Contractor shall comply with all requirements of Oregon's Financial Responsibility Act, Oregon Revised Statutes chapter 806.

10. **Professional Competency.** The Contractor certifies that each individual performing Services under this Agreement is: (1) professionally qualified to perform the Services described or incorporated by reference in this Agreement; (2) will perform such work in a good and workmanlike manner and in accordance with the professional standards required by Oregon laws and rules; and (3) will, at Contractor's expense, maintain his or her professional competency, qualifications, and any applicable licenses, throughout the duration of this Agreement. Failure to comply with any requirement described in this paragraph shall be grounds for termination by District pursuant to Section 14 of this Agreement.

11. **Ownership of Work Product.** All work products of the Contractor arising or resulting from this Agreement are the property of the District.

12. **Public Records.** This Agreement, and any and all records or other documents pertaining to this Agreement, including Contractor's work products, are public records and may be subject to public disclosure according to state or federal law.

13. **Fiscal Records; Access.** The Contractor shall maintain all necessary fiscal records pertaining to this Agreement, in accordance with the District's internal accounting principles. The Contractor shall maintain such records in a manner specified by, and accessible to, the District and duly authorized representatives of the State of Oregon or the United States government.

14. **Termination.** This Agreement may be terminated prior to expiration by either party upon thirty (30) days' written notice of termination. Within a reasonable time of notification of termination, the Contractor shall turn over to the District all documents and other materials belonging to the District or relating to the District's business. Upon termination, the District shall pay the Contractor for fees and expenses actually incurred in performance of this Agreement prior to termination; however, the District may withhold final payment to the Contractor until any documents and other materials belonging to the District are returned. Contractor's sole remedy for early termination of this Agreement by the District shall be compensation for work actually performed by Contractor up to and including the date of termination, subject to the availability of funds.

15. **Indemnification.** The Contractor shall defend, save, hold harmless and indemnify the District, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees and legal costs, arising out of or relating to the Contractor's performance of his or her obligations under this Agreement.

16. **Prevailing Party Fees.** In the event of suit or action filed to enforce the provisions of this Agreement, including any appeal therefrom, the prevailing party shall be entitled to recover from the other party any and all collection costs and attorney fees incurred.

17. **Compliance with Laws; Required Public Contracting Provisions.** In the performance of his or her obligations under this Agreement, the Contractor shall comply with all federal, state, and local laws; permitting procedures; regulations; executive orders; and District rules and regulations applicable to this Agreement, including but not limited to the following:

(a) Pursuant to ORS 279B.220, the Contractor shall: (1) Make payment promptly, as due, to all persons supplying labor or material for the performance of the work provided for in the Agreement; (2) pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; (3) not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(b) Pursuant to ORS 279B.230(1), the Contractor shall promptly, as due, make payment to

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any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(c) Pursuant to ORS 279B.230(2), the Contractor agrees that it will comply with ORS 656.017 regarding payment of worker’s compensation.

(d) Pursuant to ORS 279B.235, the Contractor agrees that any employee providing services under this Agreement shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 from receiving overtime. All persons employed under this Agreement shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

18. **Modification.** Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

19. **Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

21. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Clackamas County, Oregon.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and the Contractor has executed this Agreement on the date written below.

AGREED to this _____ day of _____, 2024.

CLACKAMAS SOIL AND
WATER CONSERVATION DISTRICT

[CONTRACTOR]

Manager

Print Name

Print Name

EXHIBIT A

Proposal/Scope of Work

To be developed from RFP Attachment A after contractor selection.