

W. 7.C. 2.

ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: December 19, 2006

Order Date: January 10, 2007

TO: Board of County Commissioners

DEPARTMENT: Public Works/Parks Division

PRESENTED BY: Todd Winter, Parks Division Manager

AGENDA ITEM TITLE: Order/ In the Matter of Awarding the Richardson Park Caretaker Contract to Sharon & Gary Gooch and Authorizing the County Administrator to Sign the Contracts.

I. MOTION

MOVE TO AWARD THE RICHARDSON PARK CARETAKER CONTRACT TO SHARON & GARY GOOCH AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACTS.

II. DISCUSSION

A. Background / Analysis

- On October 26, 2006, Lane County Parks released a Request for Proposal (RFP) for parties interested in providing caretaker services for and the campground and marina at Richardson Park.
- In prior years, the campground and marina caretaker contracts were separate. In the interest of efficiency, effective communication, and improved services to park patrons, these services have been combined in this RFP.
- The proposed contract is for two years with a one year extension option and includes compensation of \$2,938.32 per month from February 15th through October 15th, 27% of the gross receipts for moorage, and year round residence at the caretaker residence at Richardson Park. The average value of the gross receipts for moorage is \$25,400 per year. The monthly value of the caretaker residence is \$900.00 based on current rates in the Eugene/Springfield market. The total estimated yearly value of the contract is \$59,700.

B. Recommendation

- Five application packets were requested and one received.
- The RFP closed November 9, 2006 with the following respondent:
 - Sharon & Gary Gooch
- Staff reviewed the application.
- Staff recommends awarding the contract to Sharon & Gary Gooch based on fitting the qualifications required and prior experience.

III. ATTACHMENTS

Board Order
Sample Contract
Caretaker Qualification Questionnaire
Information to Caretaker Applicants

**IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON**

ORDER NO.

**) IN THE MATTER OF AWARDING THE
) RICHARDSON PARK CARETAKER
) CONTRACT TO SHARON & GARY
) GOOCH AND AUTHORIZING THE
) COUNTY ADMINISTRATOR TO SIGN
) THE CONTRACTS**

WHEREAS, Lane County's Lane Manual Chapter 21 outlines the process and procedures for soliciting applications and awarding public contracts; and

WHEREAS, the submitted application has been reviewed by staff; and

WHEREAS, the staff has provided its recommendation to the Board for final approval;

NOW THEREFORE, BE IT HEREBY

ORDERED, that Sharon & Gary Gooch be awarded a contract for Richardson Park Campground and Marina Caretaker for a period of two years with a option to extend for one additional year; and it is further

ORDERED, that the County Administrator be authorized to sign a contract with Sharon & Gary Gooch in substantial conformity with the attached.

DATED this 10th day of January 2007.

APPROVED AS TO FORM

Date 1-4-07 lane county


OFFICE OF LEGAL COUNSEL

Chair, Lane County Board of Commissioners
Faye Stewart

In the matter of awarding the Richardson Park Caretaker Contract to Sharon & Gary Gooch and Authorizing the County Administrator to Sign the Contracts.

SAMPLE CONTRACT

Lane County Parks Richardson Park Caretaker Agreement

THIS AGREEMENT is entered into by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and XXXXXXXX, hereinafter referred to as CONTRACTOR.

Recitals

A. COUNTY has leased Richardson Park from the United States Army Corps of Engineers, hereinafter referred to as CORPS; and said lease gives COUNTY the authority to grant permits and licenses for purposes which are consistent with the terms of the lease; and

B. COUNTY has determined that it is in the best interest of Lane County and the general public to allow a private contractor to provide caretaker services at the Richardson Park; and

C. CONTRACTOR possesses the particular ability, knowledge, and experience to provide such services.

Agreements

IT IS HEREBY AGREED:

1. **RESIDENCE:** CONTRACTOR shall establish and maintain year-round residence in the caretaker's residence at Richardson Park provided by the COUNTY. CONTRACTOR will be expected to utilize COUNTY office located in the campground for collecting fees and providing customer service. Periods of absence of up to two days are allowed if provision is made for performance of caretaker duties and notification is given to the Parks Leadworker. Periods of absence of greater than two days require prior approval of the Parks Manager.

CONTRACTOR shall maintain residence and surrounding area in a neat and orderly fashion as acceptable to COUNTY. CONTRACTOR shall be responsible for minor, routine repairs to residence. No major repairs, alterations, or improvements may be made without prior written approval of COUNTY, which shall not be unreasonably withheld. All damages, other than ordinary wear and tear, to COUNTY property caused by CONTRACTOR shall be fully repaired in a manner satisfactory to COUNTY.

CONTRACTOR may not erect storage sheds nor store personal property such as construction materials, recreational vehicles, boats, etc. without prior written approval of COUNTY, which shall not be unreasonably withheld.

CONTRACTOR may not engage in any commercial activity, including the display of advertising materials, signs, billboards etc. without prior written approval of COUNTY.

CONTRACTOR must maintain personal telephone service at the caretaker's residence during the term of this agreement. COUNTY shall provide business telephone service to the campground office and a computer with internet access for registration purposes. COUNTY shall provide water, sewer, and garbage disposal services. All other utilities shall be the responsibility of CONTRACTOR.

CONTRACTOR shall have all licenses and permits necessary to perform the contract. CONTRACTOR shall comply with the regulations of the COUNTY, and all Federal and State laws, ordinances and regulations, which are applicable to the performance of this agreement.

CONTRACTOR shall maintain a park host in the marina park host site at Richardson Park provided by COUNTY and occupied by CONTRACTOR or designee, residence and occupant (if other than CONTRACTOR) must be

SAMPLE CONTRACT

approved by COUNTY, during the term of this agreement. If other than the CONTRACTOR, a park host agreement must be signed by designee, CONTRACTOR and COUNTY.

2. CARETAKER DUTIES: CONTRACTOR is responsible for providing, within the service area defined in Exhibit A, the specific caretaker duties described in Exhibit B at the frequencies and times indicated.

CONTRACTOR shall at all times perform such duties in a safe manner. Disregard of standard safety practices shall constitute inadequate contract performance and be subject to the provisions of Section 3.

CONTRACTOR shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

CONTRACTOR shall provide assistance and information to the public and at all times shall act in a manner that promotes a positive image of the COUNTY. CONTRACTOR is responsible for informing the public of park rules, but is in no way responsible for obtaining compliance with said rules, except as may be accomplished by verbal persuasion. CONTRACTOR is responsible for notification of Parks staff and/or law enforcement officers in cases of serious rule violation, which jeopardize public health and safety. CONTRACTOR is also responsible for notification in cases of damage to County or personal property, or personal injury.

CONTRACTOR shall be responsible for proper care, security, and operation of credit card machine provided by the COUNTY. CONTRACTOR shall be responsible for ensuring that customer's credit card information is used only for a legitimate Parks Division purpose for which, it is provided by the customer. CONTRACTOR shall be responsible for any inappropriate use of a customer's credit information, which CONTRACTOR receives while performing duties under this agreement.

3. PERFORMANCE OF DUTIES: COUNTY may take the following measures to ensure adequate performance of CONTRACTOR'S duties and responsibilities:

a. To guarantee compliance with the terms of this agreement, CONTRACTOR shall provide a performance bond in the form of a \$2,000.00 check, payable solely to Lane County, with interest accruing to CONTRACTOR.

b. COUNTY shall regularly inspect area surrounding residence and service area to ensure performance of duties and compliance with standards and shall inform CONTRACTOR of any deficiencies, which shall be immediately corrected by CONTRACTOR. Failure of COUNTY to object to the violation by CONTRACTOR of any of the terms or conditions of this agreement shall not be deemed a waiver by COUNTY of a subsequent similar breach or of COUNTY'S right to demand strict performance by CONTRACTOR of the provisions of this agreement.

c. Serious or repeated performance deficiencies may result in reductions in the amount due to CONTRACTOR under the terms of this agreement, or entitle COUNTY to all or a portion of the performance bond.

d. Consistent failure to abide by the terms of this agreement may result in its termination as provided in Section 14.

4. ASSIGNMENT: The rights and duties contained in this agreement may not be assigned by the CONTRACTOR to third parties. This shall not be construed to mean that CONTRACTOR may not on an occasional and temporary basis arrange for a substitute to perform CONTRACTOR'S duties in CONTRACTOR'S absence.

SAMPLE CONTRACT

In the event that any proceeding is filed to subject this agreement or the interest of the CONTRACTOR to garnishment or sale under execution, or if CONTRACTOR makes an assignment for the benefit of creditors, the COUNTY may immediately terminate this agreement in the manner described in Section 12.

5. **ADDITIONAL EMPLOYMENT:** Nothing in this agreement prohibits CONTRACTOR from engaging in additional employment as long as such employment does not conflict with the performance of duties and responsibilities required by this agreement. CONTRACTOR shall give COUNTY written notice of any such additional employment and duties.

6. **PERSONAL PROPERTY:** An inventory of all COUNTY owned property, located in or near the caretaker's residence, is contained in Exhibit C. This inventory shall be updated annually. COUNTY accepts no responsibility for damage or loss of any personal property of CONTRACTOR.

7. **LIABILITY:** The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee, or agent of the COUNTY as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, CONTRACTOR is acting as and assumes liability of an independent contractor as to any claims between COUNTY and CONTRACTOR. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible

8. The CONTRACTOR agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of the activities of, or failure to perform by CONTRACTOR or its officers, employees, subcontractors, or agents under this contract.

9. **INSURANCE:** CONTRACTOR will comply with applicable provisions of the Contract Insurance Requirements as indicated in Exhibit D.

As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Parks, 90064 Coburg Road, Eugene, Oregon, 97408, Attn: Public Works Analyst. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Included as Additional Insured: Lane County, its commissioners, agents, officers, and employees with respect to the activities performed under this contract. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 East 8th Avenue, Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.

SAMPLE CONTRACT

Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

The CONTRACTOR, its subcontractors, if any and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. GENERAL PROVISIONS: In the performance of this agreement, it is understood and agreed that:

a. CONTRACTOR is not currently employed by COUNTY and will not be under the direct control of COUNTY.

b. CONTRACTOR will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment.

d. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations;

e. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:

aa. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and

bb. CONTRACTOR has not discriminated against minority, women, or small business enterprises in obtaining any required subcontracts.

f. The applicable provisions of the Lane Manual setting forth standard provisions for public contractors (LM 21.130) are hereby incorporated by reference as if fully set herein.

11. FEDERAL PROVISIONS: In the performance of this agreement, it is understood and agreed that:

a. An agreement dated January 1979 between the CORP and COUNTY, granting the county use of the site beginning September 27, 1976 through September 26, 2026 is subject to the provisions of Department of Army lease DACW57-1-77-85 and applies to this agreement as well.

b. CONTRACTOR will comply with the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 (32 CFR Part 300) issued pursuant thereto. CONTRACTOR shall not discriminate against any person or persons because of race, creed, color, handicap, sex, or national origin in the performance of this agreement.

12. ATTACHMENTS: This agreement is subject to Exhibits A through D attached hereto and incorporated by reference as if fully set forth herein.

13. AMENDMENTS: No amendments or modifications to this agreement shall be effective unless made in writing and executed by both parties.

14. TERMINATION: This agreement may be terminated by either party with thirty days (30) written notice to the other party. COUNTY may terminate this agreement at any time for any reason or for no reason with no

SAMPLE CONTRACT

liability on its part, except to pay for services previously provided by giving CONTRACTOR thirty days (30) written notice.

Within thirty days (30) after written notice of termination, CONTRACTOR shall yield up the caretaker's residence in as good an order and condition as when CONTRACTOR first entered the same, ordinary wear and tear expected. CONTRACTOR shall remove all personal property. If the CONTRACTOR fails to remove all such property within the aforementioned period, such property shall become the property of the COUNTY; however, CONTRACTOR shall remain liable for the cost of removal and for any necessary site renovation. In addition, all COUNTY property must be returned to COUNTY during this period. All requirements of this section must be met before COUNTY will release any final payments due CONTRACTOR.

15. **WAIVER:** Failure of the COUNTY to enforce any provision of this contract shall not constitute a waiver or relinquishment by the COUNTY of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

16. **SEVERABILITY:** If any provision of this contract is declared by a court to 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 provision held to be invalid.

17. **ENTIRE AGREEMENT:** This agreement and the exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings, or agreements, whether oral or written, that are not expressly set forth within the corners of this agreement are hereby deemed waived, superseded and abandoned.

18. **PAYMENT:** COUNTY shall not be obligated to pay any amount greater than that stated below.

In consideration of the rights and responsibilities granted herein, COUNTY shall pay to CONTRACTOR: For campground, February 15th – October 15th, \$2938.32 per month with year round caretaker residence. COUNTY shall pay to CONTRACTOR on a monthly basis, or prorated portion thereof.

In consideration of the rights and responsibilities granted herein, CONTRACTOR shall pay to COUNTY: For moorage, 73% of gross receipts. Any and all percentage of revenue paid to COUNTY as a result of marina related sub-contractor activity shall be defined in the sub-contractor agreement. Only marina related concessions and/or sub-contractor activity are permitted. No other types of activities will be allowed unless approved by COUNTY. Percentage owed to COUNTY from monies collected shall be paid to COUNTY by the first of each month through December 31st of each calendar year covered by this agreement. CONTRACTOR shall process requests for refunds according to rules and regulations of COUNTY. If a refund is granted and CONTRACTOR and COUNTY have both received their percentages of the fees, CONTRACTOR and COUNTY shall both be proportionately liable for the refunded amount.

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19. TERM OF AGREEMENT: This agreement shall be effective upon execution and continue in force until December 31, 2008. This agreement may be extended one additional year by mutual agreement of COUNTY and CONTRACTOR.

CONTRACTOR

By: XXXXXXXXXX

By: XXXXXXXXXX

Title: _____

Address: _____

Business ID #: _____

Date: _____

LANE COUNTY, OREGON

By: _____
William A. Van Vactor
County Administrator

Date: _____

APPROVED AS TO FORM

Date _____ Lane County

OFFICE OF LEGAL COUNSEL

**Richardson Park Caretaker Agreement
Service Area**

**Richardson Park Caretaker Agreement
Caretaker Duties**

DAY USE AREA

Comfort Stations

CONTRACTOR will also be responsible for opening, and closing the day use comfort stations on a daily basis during periods of less than seven days a week coverage by the Park Rangers. Those periods of time (usually at the beginning and end of the season) will be communicated to CONTRACTOR by the Parks Leadworker. CONTRACTOR will be responsible for keeping restrooms stocked, swept, and report problems or unusual circumstances to Parks Rangers. Lane County will provide the necessary supplies and equipment to keep restrooms stocked.

The current schedule for opening and closing of the facilities is as follows:

Spring, Summer and Fall season:	Unlock – 8 a.m.	Lock – Dusk
Winter season (10/1 – 4/15)	Park is closed	

CAMPGROUND

The campground will be open from mid April to mid October. The duties described below are required during that time frame.

Comfort Stations and Dump Station

The comfort stations, showers, and dump station shall be maintained at the minimum level described below.

Comfort Stations

Sweep and keep stocked twice daily. Unusual conditions may warrant immediate attention by CONTRACTOR during the time periods when a Parks Ranger is not on duty.

Dump Station

Wash down twice a week. Collect money from showers and dump station weekly. Prepare a separate deposit for this money.

Garbage

Check trash receptacle, empty and reline as necessary (at least three (3) times per week).

Litter

Pick up daily.

Campsite Clean-Up

As needed, hose off campsite spurs, rake site, clean out fire pits and water lawns.

SAMPLE CONTRACT

of operation. CONTRACTOR is required to clean comfort stations to the standards required by COUNTY. CONTRACTOR will receive a listing of the COUNTY standards.

Spring Season (4/1 - MDW*) Unlock: 8 am; Lock: Dusk; Clean daily.

Summer Season (MDW - LDW*) Unlock: 8 am; Lock: 10 PM; Clean daily.
Weekends and Holidays: Clean twice daily.

Fall Season (LDW - 10/31*) Unlock: 8 am; Lock: Dusk; Clean daily.

Winter Season (11/1 - 3/31) Closed

Patrol

Spring, summer and fall season (4/1 - 10/31) - CONTRACTOR shall make a security check of park on a daily basis while locking comfort station. CONTRACTOR shall ensure that all doors are locked and that the utilities are turned off at the picnic shelter. CONTRACTOR shall report emergency situations to Park Ranger and/or law enforcement officers as appropriate. Non-emergency situations shall be reported to the Parks Leadworker.

Winter Season (11/1 - 3/31) - CONTRACTOR shall have no routine patrol responsibilities but shall remain responsible for reporting observed situations as above.

CONTRACTOR shall maintain a daily log of security events/concerns that will describe activities observed in the service area that occur at any time of the day or night that warrant the attention of the Park Rangers/local law enforcement. Log shall be submitted to the Parks Leadworker no later than the 20th of each month for review during the term of this agreement or sooner if circumstances are severe enough to warrant immediate attention.

* MDW = Memorial Day Weekend
LDW = Labor Day Weekend

**Richardson Park Caretaker Agreement
County Property Inventory**

Discription and inventory of Caretaker residence located at 25950 Richardson Park Road:

Three bedroom home with one bathroom, kitchen and living room. Two room garage. Deck built onto outside of home with sliding glass doors that lead into living room. Completely fenced yard with graveled driveway. In the marina day use area there is completely fenced yard with graveled driveway for marina host.

Following items are permanet fixtures of the home and county property:

1. Refrigerator
2. Stove top
3. Range
4. Hot water tank
5. Large wash basin
6. Safe
7. Computer with printer
8. Fax machine
9. Credit card machine
10. Desk and file cabinet

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form, and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

- X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<input type="checkbox"/> \$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<u>X</u> Limits of the Oregon Tort Claims Act (ORS 30.370), present limits \$500,000 per occurrence
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Contractual Liability	
<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Other
<input type="checkbox"/> Owners' & Contractors' Protective	

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

- X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

- ☐ \$1 million per occurrence
- X Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence ☐ Other

- ☐ **PROFESSIONAL LIABILITY** insurance – with limits not less than \$_____

- X **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insureds but only with respect to the Contractor's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- ☐ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY ☐ Limits of \$500,000.

- ☐ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$_____.

- ☐ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4569

Qualification Questionnaire

Richardson Park Caretaker



Name: _____

Mailing
Address: _____

Telephone: _____ Home

_____ Work

Date available to begin work and occupy Concessionaire Service Area: _____

The remainder of this questionnaire relates to your work experience. Please complete one questionnaire for each employer, if the experience gained in that job relates to the Concessionaire duties. **Please make additional copies of this sheet as necessary.**

Employer: _____ Supervisor: _____

Dates Employed (Mo. /Yr.): From _____ To _____ Phone: _____

Position Held: _____ Reason for Leaving: _____

Type of Work	% Time Spent*	Describe Work Experience (Be Specific)
Campground/Marina Management or Similar Experience		
Public Contact/ Customer Service		
Janitorial		
Building/Grounds Maintenance		
Record-keeping of Fees/Cash Handling/ Use of Computer		
Security Experience		
Other Work Not Listed Above		

*Estimate the percentage of time spent on each of the types of work listed. The percent of time spent on any work other than that listed, goes at the bottom of the column. The percentages in this column must add up to 100%.

INFORMATION FOR PROPOSERS RICHARDSON PARK CARETAKER

Selection Process

Selection of a contractor to provide Caretaker services is through an open request for proposal (RFP) process. Since compensation is fixed, the successful proposer will be that contractor who is able to provide the best service to park patrons and specifically in the campground and marina. Proposals will be evaluated by an evaluation committee consisting of Parks Division Management staff and, following interviews with the finalists; the committee will recommend one (1) proposer for the contract. Finalists for interviews will be determined based on an evaluation of proposer's capabilities and experience in the following areas:

- Campground management or group camp experience
- Marina management or similar service experience
- Customer service experience
- Janitorial experience
- Building maintenance experience
- Grounds maintenance experience
- Record-keeping experience
- Ability to operate a computer
- Cash handling experience
- Security experience
- Other work not listed above

For determining finalists for interviews, each of the above criteria will be equally weighted. An additional criterion—other work experience—will be considered, if necessary, as a tiebreaker.

Proposers may comment on any specifications they believe limit competition, or protest the specifications or contract terms as provided in Lane Manual (LM) 21.105(5). Such comments or protest must be typed or printed on white unlined paper and submitted with the proposal.

Caretaker shall reside in residence located within the park. Office space is located within the campground for use by the caretaker for collecting camping and marina fees, registering campers, and providing public information. The office will need to be staffed by the caretaker a minimum of 40 hours per week. Office hours are set by the Parks Division.

Interested proposers must complete the attached questionnaire and return it to the address listed below. Questionnaires must be received at the Lane County Parks office, 90064 Coburg Road, Eugene, OR, 97408, by 5:00 p.m., Thursday, November 9, 2006. This

questionnaire will be the sole basis of selecting finalists. All finalists may be required to attend an orientation session and interview. A recommendation for selection of the successful proposer will be made by December 1, 2006. Lane County reserves the right to complete the interview process via telephone. Lane County reserves the right to reject any and all proposals not in compliance with the RFP documents or all prescribed procedures and requirements and may, with good cause, reject any or all proposals when it is in the public interest to do so.

Appeals

Any proposer, who is not recommended for award of the contract by the evaluation committee, may appeal the recommendation as provided in LM 21.107(9). Appeals must be received by the Parks Division not later than seven (7) calendar days after notice of the evaluation committee's recommendation was mailed. Appeals must be made in writing, be received before the contract is awarded, clearly state the grounds for the appeal, and indicate what condition(s) resulted in the proposer's proposal not being recommended for award.

Any appeal which does not comply with the applicable procedures of LM 21.107(9) may be rejected. Any proposer who contemplates making an appeal is urged to carefully review LM 21.107(9) before submitting their appeal. An unsuccessful proposer may also appeal a decision to award a contract. All protests of award must be filed within seven (7) days of the notice of award and comply with the requirements in LM 21.105(11).

Contract

The successful proposer will be required to enter into a contract with Lane County. Interested proposers should review the attached example agreement carefully. The successful proposer will be expected to provide the services as specified in the agreement in accordance with its terms. Please note that the successful proposer will be required to provide a performance bond in the form of a \$2,000 check, payable solely to Lane County, with interest accruing to Contractor in accordance with section 3.a. of the agreement and obtain insurance coverage's as shown in Exhibit D.

Questionnaire

Completed questionnaires must be received by 5:00 pm, Thursday, November 9, 2006, at the following address:

Lane County Parks
Attn: Contract Evaluation Committee
90064 Coburg Road
Eugene, OR 97408