

**CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT
REQUEST FOR QUOTES
FOR GROUNDS MAINTENANCE SERVICES**

Pursuant to ORS 279B and Chetco Community Public Library District Public Contracting Rule (District Rule) 137-047-0270 governing intermediate procurements, Chetco Community Public Library District (District) is requesting written quotes from qualified Vendors for the purpose of providing grounds maintenance services (Services) per specifications described below.

Description of Services: The selected awardee shall perform a variety of grounds maintenance services. It is anticipated the initial contract for services will commence immediately and run through July 30, 2027, with up to two (2) one (1) year extensions possible, in District’s sole discretion. The services described herein expressly exclude any public works or “hardscape” maintenance that would trigger prevailing wage requirements under applicable law. The selected Consultant shall promptly notify the Library Director upon identification of any such work. Any such services shall not be performed under this agreement and would require separate authorization under different contractual terms and conditions.

Detailed Scope of Services: Chetco Community Public Library District is seeking quotes from qualified grounds maintenance service providers to perform landscape and maintenance services, as needed at the following locations:

- **Main Library:** 405 Alder Street, Brookings, OR
- **Library Annex:** 402 Alder Street, Brookings, OR

Services may be performed at any time; however, work must not interfere with the public’s use and enjoyment of library property. Any particularly disruptive activities should be done outside of regular library hours:

- **Monday-Thursday:** 10:00 AM – 7:00 PM
- **Friday-Saturday:** 10:00 AM – 5:00 PM
- **Sunday:** Closed

Main Library (405 Alder St)

Routine Maintenance (Weekly or As Needed):

- Remove debris resulting from weeding, pruning, and volunteer gardening activities
- Clean and remove debris from grounds, sidewalks, and parking spaces
- Weed planted areas and hardscape surfaces; remove all debris
- Inspect plants and trees for pests or disease and implement control measures using Integrative Pest Management (IPM) practices

- Remove abandoned property and trash from grounds; items not clearly identified as garbage must be turned over to library staff for Lost & Found
- Conduct general inspections and report issues to Library Director

Annual/Seasonal Maintenance:

- Prune trees, shrubs, grasses, and forbs according to best horticultural practices and seasonality; ensure they do not obstruct walkways or fencing; remove dead material
- Assess trees and shrubs for damage and provide recommendations for recovery or replacement; consult with the Library Director and submit cost proposals as needed
- Apply bark mulch annually, as needed
- Perform seasonal irrigation services, including:
 - Spring system start-up
 - Autumn shutdown/winterization
 - Repairs as necessary
 - Notify Library Director when newly installed plantings no longer require supplemental irrigation

Library Annex (402 Alder St.)

Routine Maintenance (Weekly or As Needed):

- Mow and edge lawn areas; remove clippings
- Weed planted areas and hardscape; remove debris
- Remove debris from weeding, pruning, and volunteer gardening activities
- Clean and remove debris from grounds, sidewalks, and parking areas
- Remove abandoned property and trash from grounds; items not clearly identified as garbage must be turned over to library staff for Lost & Found
- Conduct general inspections and report issues to Library Director

Annual/Seasonal Maintenance:

- Aerate lawn areas
- Prune trees, shrubs, grasses, and forbs according to season and plant type; ensure they do not obstruct walkways or fencing; remove dead material
- Evaluate trees and shrubs for damage and report to Library Director with suggestions regarding recuperation or replacement; consult with the Library Director and submit cost proposals as needed.
- Apply bark mulch annually, as needed

Additional Services (Both Locations, Upon Request)

- Special event clean-up
- Removal of plants, small trees and shrubs

Performance Expectations

- Preferred weed control methods include mechanical (hand-weeding, raking, hoeing), smothering, solarization, weed torch use, vinegar application, and boiling water treatment.
- IPM methods shall be utilized whenever feasible.
- Any herbicides or pesticides, whether pre-emergent or post-emergent, shall be applied strictly in accordance with manufacturer recommendations and only within designated landscaped areas.
- Chemicals shall not be applied during breezy conditions.
- Spraying shall be conducted in the evening to minimize exposure to library patrons, pets, and pollinators.
- Herbicides or pesticides shall not be applied to flowering plants; if treatment is necessary, application must occur only after all petals have fallen.
- Appropriate measures shall be taken to prevent access by children and pets during mixing and application activities.
- Unused chemical products shall not be disposed of in regular trash or drains; empty containers and unused materials shall be handled in accordance with applicable hazardous waste regulations and retained until proper disposal is available.

Quotes: Quotes are due by 5:00 PM on July 7, 2026, and marked “**CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT – Quote for Grounds Maintenance Services**” to the attention of Julie VanHoose, Library Director, Chetco Community Public Library District, 405 Alder Street, Brookings, OR 97415 or julie@chetcolibrary.org. Submittals shall include a quote that identifies the cost breakdown for the various types of Services, and provides sufficient information for District to evaluate identified award criteria, below. There will be no formal opening of the quotes received. Quotes will not be accepted after the stated submittal deadline date and time, and any late quote will be rejected.

Anticipated Selection Schedule: District anticipates the following general timeline for its selection process. The District reserves the right to change this schedule.

Issue RFQ	June 7, 2026
Deadline for Submittal of Quotes	July 7, 2026 at 5:00 PM
Agreement Awarded	July 21, 2026
Execution of Agreement with Awardee	August 1, 2026

Questions: All questions related to this project should be directed to:

Attn: Julie VanHoose, Library Director
Chetco Community Public Library District
405 Alder Street
Brookings, OR 97415
julie@chetcolibrary.org
(541) 469-7738

Quote Requirements: Submittals must include each of the following components:

1. A detailed description of the landscaping services provided, including a general work schedule.
2. Proposed pricing structure (monthly, bi-monthly, etc.). Bid amounts should cover landscaping maintenance for a one-year period.
3. Qualifications and experience in providing similar services.
4. A list of at least 4 references with phone numbers, at least one of which should be for a business of similar or larger size.
5. Proof of insurance and relevant certifications

Grounds walkthroughs are highly encouraged to ensure a comprehensive understanding of requirements. To schedule a walkthrough or for questions, please contact Julie VanHoose.

Award and Contract: The District shall apply the following criteria for the award of the contract. The criteria are listed from the most to least desirable, and the Quotes will be evaluated accordingly.

If awarded, the District will award the contract to the prospective Vendor whose quote will best serve the interests of the District. Quotes will be graded on the points system listed below.

- A. Experience and Qualifications (0-30 pts) _____
- B. Cost (0-40 pts) _____
- C. References & Past Performance (0-30 pts) _____

Upon selection, the successful awardee will execute a contract in the form attached hereto as Attachment A within one (1) month of award. Submittal of a quote indicates acceptance of and intent to be bound by all contractual provisions set forth in Attachment A.

Protest and Procedures – Protests and remedies under this Request for Quotes are exclusively governed by District Rule 137-047-0740.

Addenda – Addenda will be emailed to each known and recorded recipient of the RFQ.

Rights Reserved – District reserves the right to:

- A. Reject any Quote not in compliance with all prescribed public contracting procedures and requirements and other applicable laws.
- B. Reject for good cause any and all Quotes upon the District written finding that it is in the public interest to do so.
- C. Reject any and all Quotes not meeting or differing from the specifications set forth herein.
- D. Waive any and all minor irregularities or informality in the Quotes submitted when, in the opinion of District, it is in its best interest to do so.
- E. Consider the competency and responsibility of Vendor in making any awards.
- F. Reject a selected awardee if within a reasonable time determined solely at the discretion of the District, awardee has not executed the project contract.
- G. Hold the three Quotes determined best by the District under consideration until the final award is made, provided that the District shall award the contract within 90 days after the Quote opening date.
- H. Extend the deadline for submitting Quotes in accordance with District Rule 137-047-0430(3).
- I. Seek other quotes, if deemed in the public interest.
- J. Seek additional information from any Vendor who submits a quote.

Attachments – The following attachments are included in this Request for Quotes:

Attachment A – Goods and Service Agreement

CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT
GOODS AND SERVICES AGREEMENT

BASED UPON the quotes submitted in response to the Request for Quotes for Grounds Maintenance Services, as issued and administered by Chetco Community Public Library (District), District and _____ (Vendor) hereby enter into a contract for Vendor's provision of services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Vendor agrees to comply with each:

- (1) Exhibit A – Request for Quotes
- (2) Exhibit B – Vendor Quote
- (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts

Together with this Agreement, these documents comprise the "Contract Documents." In the case of a conflict, the terms of this Agreement prevail, followed by Exhibit C, then Exhibits A and B, in that order.

1. Scope of Work. Vendor shall provide all materials, equipment, and grounds maintenance services, as specified in the attached Exhibits A and B (Services).
2. Term. The term of this Agreement shall extend from its execution until **July 31, 2027**, unless extended for up to two (2) addition one (1) year terms upon written mutual agreement of both parties. Notwithstanding this Term, District reserves the right to terminate this Agreement, as outlined in this Agreement.
3. Compensation.
 - 3.1 Service Payment. Vendor shall complete Services as defined above and in the attached exhibits for a maximum not to exceed total fee of _____ Dollars (\$_____), each term, to be paid as performed and invoiced monthly.
 - 3.2 Invoices. Payments shall be based upon Vendor's invoices submitted to District, detailing the previous month's fees and costs. Vendor's failure to invoice for Services within three (3) months of billing deadline waives Vendor's right to that payment.

3.3 Payments.

a. District will review Vendor's invoice and within ten (10) days of receipt notify Vendor in writing if there is a disagreement or dispute with the invoice or Services provided. If there are no such disputes, District shall pay the invoice amount in full within thirty (30) days of invoice date.

b. If District fails to make any payment due Vendor for Services and expenses within thirty (30) days of the date on Vendor's invoice therefore, late fees will be added to amounts due Vendor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Termination for Convenience.

This Agreement may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate all or part of this Agreement upon determining that termination is in the best interest of District by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Vendor. Upon termination under this paragraph, Vendor shall be entitled to payment in accordance with the terms of this Agreement for Services completed and accepted before termination less previous amounts paid and any claim(s) District has against Vendor. Pursuant to this paragraph, Vendor shall submit an itemized invoice for all unreimbursed Services completed before termination and all Agreement closeout costs actually incurred by Vendor. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Vendor can show good cause beyond its control for the delay.

5. Termination for Cause. District may terminate this Agreement effective upon delivery of written notice to Vendor, or at such later date as may be established by District, under any of the following conditions:

5.1 If District funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of Services. The Agreement may be modified to accommodate a reduction in funds.

5.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

5.3 If any license or certificate required by law or regulation to be held by Vendor to provide the Services required by this Agreement is for any reason denied, revoked, or not renewed.

6. Termination for Default. If either party fails to perform in the manner called for in this Agreement or fails to comply with any other provisions of the Agreement, after providing the breaching party with a fifteen (15) day written notice and opportunity to cure and the breach has not been entirely cured, the other party may immediately terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Vendor setting forth the manner in which Vendor is in default.
7. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:
 - 7.1 If terminated under Section 6 by District due to a breach by Vendor:
 - a) Vendor shall be paid the Agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement; and b) District may purchase Services from another vendor. If the cost of the Services exceeds the unpaid balance of the total compensation provided under this Agreement, then Vendor shall pay to District the amount of the reasonable excess.
 - 7.2 In addition to the above remedies for a breach by Vendor, District also shall be entitled to any other equitable and legal remedies that are available.
 - 7.3 If District breaches this Agreement, Vendor's remedy shall be limited to and accepted by District.
 - 7.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
 - 7.5 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Vendor shall immediately cease all activities related to the Services and work under this Agreement.
8. Standard of Care. Vendor warrants that Services to be performed pursuant to this Agreement shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing Services District is purchasing.
9. Change Orders. Vendor and District reserve the right to order changes to the Services to be provided herein. Vendor and District shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
10. Confidentiality. Vendor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this

Agreement. Vendor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

- 11. Security and Substance Check. Vendor agrees that each of its employees and subcontractor’s employees involved in this Grounds Maintenance Services Agreement may, at the option of District and in compliance with Vendor policy, be subject to a security background check and/or substance abuse testing.
- 12. No Waiver of Legal Rights. District shall recover from Vendor such damages as District may sustain by reason of Vendor’s failure to comply with the terms of this Agreement. A waiver of any breach of the Agreement shall not be held as a waiver of any other subsequent breach of this Agreement.
- 13. Notice. All notices provided for under this Agreement shall be in writing and shall be deemed to be duly served: 1) on the date of delivery if delivered in person; 2) on the day after deposit if delivered by overnight courier; or 3) three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. All notices shall be addressed as follows, except that either party may change its notice address at any time by delivering written notice of the new address to the other party:

DISTRICT:

Chetco Community Public
Library District
405 Alder Street
Brookings, Oregon 97415
Email: julie@chetcolibrary.org
Phone: (541) 469-7738

VENDOR:

Email: _____
Telephone: _____

- 14. Insurance. Vendor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations
Per Occurrence: \$2,000,000 minimum

Automobile Liability Insurance:

Per Occurrence: \$1,000,000 minimum

Vendor shall: (a) provide District with a copy of a current Certificate of Insurance with the coverages listed above; (b) include District as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Vendor insurance policy); and (c) ensure that all policies provide a thirty (30) day notice of cancellation to the named insured.

15. Indemnity. To the extent permitted by law, Vendor shall protect, defend, indemnify and hold the District and its directors, agents, and employees harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property arising out of the work performed or goods provided under this Agreement or Vendor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of District. Vendor expressly waives any right to District indemnification and defense under the Oregon Tort Claims Act.
16. Force Majeure. This Section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event.
17. Independent Contractor. Vendor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Agreement. While District reserves the right to set various schedules and evaluate the quality of Vendor's completed work, District cannot and will not control the means and manner of Vendor's performance. Vendor is responsible for determining the appropriate means and manner of performing work. Vendor is responsible for all federal and state taxes applicable to compensation and payment paid to Vendor under the Agreement and will not have any amounts withheld by District to cover Vendor's tax obligations. Vendor is not eligible for any District fringe benefit plans.
18. Assignment. Vendor shall not assign or subcontract any of its obligations under this Agreement without District's prior written consent, which may be granted or withheld in District's sole discretion.
19. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
20. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Curry County Circuit Court, Curry County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.

21. Public Contracting Requirements. Vendor shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
22. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of District, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Curry County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
23. Attorney Fees. In any litigation or arbitration between the parties arising from or in any way pertaining to the interpretation or enforcement of this Agreement, including any action for rescission of this Agreement, the prevailing party shall be entitled to recover, as a part of any arbitration award or judgment, that party's costs and reasonable attorney's fees incurred in connection with such proceeding, at hearing or trial and on appeal.
24. Entire Agreement. This Agreement shall be the exclusive Agreement between the parties for the purchase. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
25. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this Agreement, and this Agreement will be construed as if the invalid provision had never been included in this Agreement.
26. Section Headings. Section headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.
27. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party. Each person executing this Agreement on behalf of a party to this Agreement hereby covenants that they are duly authorized by that party to bind that party to this Agreement.

DISTRICT:

VENDOR:

CHETCO COMMUNITY
PUBLIC LIBRARY DISTRICT

By: _____
Title: Library Board Chair
Date: _____

By: _____
Title: _____
Date: _____

Attest: _____
Title: Library Board Treasurer
Date: _____

Exhibit A
REQUEST FOR QUOTES

EXHIBIT B
VENDOR QUOTE

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Vendor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Vendor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Vendor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Vendor shall not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Vendor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Vendor agrees that if Vendor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Vendor or a Subcontractor by any person in connection with the contract as such claim becomes due, District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Vendor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Vendor or his surety from his or its obligation with respect to any unpaid claim. If District is unable to determine the validity of any claim for labor or material furnished, District may withhold from any current payment due Vendor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Vendor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Vendor, of all sums which the Vendor agrees to pay for such services and all monies and sums which the Vendor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the Vendor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Vendor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*) ORS 279B.235(3).
- (9) The Vendor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Vendor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Vendor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Vendor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Vendor certifies it will continue to comply with all such tax laws during the term of this contract. Vendor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Vendor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.