



Metro

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## Janitorial Services - Metro Regional Center

### RFP 13-2145

Proposals requested from Qualified Rehabilitation Facilities only

**Metro Parks and Environmental Services**

600 NE Grand Ave.  
Portland, OR 97232  
503-797-1700

**Project Manager**

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Notice is hereby given that proposals for RFP 13-2145 for Janitorial Services - Metro Regional Center from Qualified Rehabilitation Facilities only shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on July 16, 2012. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and conditions.



600 NE Grand Ave.  
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## I. INTRODUCTION

The Parks and Environmental Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Janitorial Services at Metro Regional Center from Qualified Rehabilitation Facilities (QRF) only. Metro's expectation is to contract with a company that meets a high cleaning standard.

The term of the contract is anticipated to be January 1, 2013 through January 1, 2016 with the option of two (2) one-year extensions at Metro's discretion. Metro reserves the right to increase or decrease the level of service needs based on budgetary limitations prior to contract award.

A voluntary pre-proposal conference will be held at 600 NE Grand Avenue, Portland OR 97232 on June 6, 2012 at 1:30 p.m. Interested proposers are strongly encouraged to attend the conference in order to gain information about the RFP requirements

Additional details concerning the project and proposal are contained in this document.

## II. BACKGROUND/HISTORY OF PROJECT

The Metro Regional Center (MRC), located at 600 N.E. Grand Ave., Portland, Oregon, is the headquarters for regional government for the Metro area. Offices for elected officials, Metro management and staff are located at MRC, as well as meeting rooms and the Council Chambers. MRC is approximately 112,000 gross sq. ft., and operates 5 to 6 days a week, 8 to 15 or more hours a day. Included in the area is a day care center of approximately 6,700 sq. ft. MRC has six stories and two below grade parking levels.

Metro as a responsible public agency makes every effort to be a leader in sustainability. All of the products and services used or provided at MRC are required to meet the Metro sustainability goals and meet the standards to achieve the included green building policy standards for existing buildings.

The desired level of cleanliness that will be required shall be based on the criteria in section III of the RFP. In recent years the level of cleanliness has improved to an above acceptable standard but Metro has struggled over the last 15 years to achieve the desired level of cleanliness. Therefore, performance measures are built into this contract along with the requirement of quality control measures to ensure clear expectations of the Contractor.

## III. PROPOSED SCOPE OF WORK/SCHEDULE

### A. Metro seeks proposals for the following scope of work

This RFP will yield a contract with the highest standards of cleanliness that shall be maintained as specified in this section III items A thru J. It is the intent of these specifications that the MRC be maintained in a consistently clean condition. The services outlined in these specifications are to be considered minimum requirements but in no instance are they to limit the level of cleanliness in the facility. The standards for completing cleaning tasks are described in this section as well as below in section H and I. Actual job situations may require some deviation from the written specifications and additional or extra work that may not have been specifically listed shall be included within the proposal in the form of a 5% contingency that shall be added to the proposal in the budget section listed as such in section VII item E.

### B. Materials Supplied by Contractor

The Contractor shall provide supplies in accordance to ORS 279B.060 (2) (f) which says "Contractor shall use recyclable products to the maximum extent economically feasible in the performance and criteria set forth in this document" as it relates to the scope of this contract and reporting requirements. The cost for said supplies will be billed to Metro at the Contractor's cost plus when and wherever possible. Ordering and distribution will be handled by the day shift contracted custodial worker and logged by the Contractor's supervisor to ensure it meets the set

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fourth requirements of the RFP. All products will require the approval of the Metro Regional Center Operations Manager and shall meet the green cleaning specifications listed in this section under "supplies to be provided". A change to the normal quantity, cost and or substitution of products will also require approval. All materials and supplies needed shall be included in the Contractor's proposal.

Metro's Code for purchasing recycled paper products that are in accordance with the criteria consistent with the LEED-EB standard are listed below. The Contractor shall work with the Metro Regional Center Operations Manager to select chemicals that are the least toxic and minimize the negative impact on human health and the environment. In keeping with the intent of a performance-based contract, Metro and the Contractor shall collaborate in the attempt to find products that meet the goal of sustainability without impairing the contractor's ability to maintain the level of performance.

Contractor shall supply Material Safety Data Sheets (MSDS) for all products supplied. These MSDS along with the products shall be kept up to date and properly labeled. No product will be used until MSDS have been reviewed and approved by the Metro Operations Manager. When a chemical product is no longer being used by the Contractor to fulfill this scope of work the Contractor will remove the product and the MSDS from the premise.

Cleaning products and materials, including hard-floor and carpet-care products, used at the MRC shall, when possible, meet the requirements of IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials. Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and bio- degradable trash bags/liners, and hand soaps. In addition further requirements may be needed for the daycare above and beyond these requirements.

Cleaning products and materials must strive to meet the following criteria in the LEED Existing Buildings + Operations and Maintenance standard as stated in the credit IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
  - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
  - Environmental Choice CCD-110, for cleaning and degreasing compounds
  - Environmental Choice CCD-146, for hard-surface cleaners
  - Environmental Choice CCD-148, for carpet and upholstery care.
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
  - Green Seal GS-40, for industrial and institutional floor-care products
  - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
  - Environmental Choice CCD-113, for drain or grease-trap additives
  - Environmental Choice CCD-115, for odor-control additives
  - Environmental Choice CCD-147, for hard-floor care
  - California Code of Regulations maximum allowable VOC levels for the specific product category.
- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
  - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
  - Green Seal GS-09, for paper towels and napkins
  - Green Seal GS- 01, for tissue paper
  - Environmental Choice CCD-082, for toilet tissue
  - Environmental Choice CCD-086, for hand towels
  - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.

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- Hand soaps meet one or more of the following standards:
  - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service, daycare and health care requirements)
  - Green Seal GS-41, for industrial and institutional hand cleaners
  - Environmental Choice CCD-104, for hand cleaners and hand soaps.

The products listed above shall be implemented, to the extent practicable, with a target goal of at least 75% of all products complying, based on percentage of total cost of cleaning products and supplies. The Contractor shall assign staff to track purchase rates of both compliant and noncompliant products. The Contractor shall submit a report to the Metro Regional Center Operations Manager of the products used at the facility, which criteria above are met by each product with verification that the product is certified to meet that standard or criteria, cost of products that meet the above criteria as compared with total costs of cleaning products and supplies, at the end of each quarter. Cleaning product and supply reports are due on the following quarterly dates by 4:00 PM:

- March 31 (for the months of January, February and March);
- June 30 (for the months of April, May and June);
- September 30 (for the months of July, August and September); and
- January 15 (for the months of October, November and December).

In addition to the product criteria above, all new equipment acquisitions shall comply with the requirements of IEQc3.4: Green Cleaning, Sustainable Cleaning Equipment with a goal that a minimum of 50% of the equipment in use at the MRC meet these criteria by 2013:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program— Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and shall operate with a sound level less than 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., electric and battery-powered floor buffers and burnishers—is equipped with vacuums, guards and/or other devices for capturing fine particulates, and operates with a sound level less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue. Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

*Supplies to be provided:* Products and equipment to be used at the MRC per above green building LEED EB including but not limited to the following:

- Multi fold paper Towels (Non bleach) Max 30 cases per month.
- Toilet Paper (Recycled content) Max 8 cases per month.
- Kitchen paper towel rolls. (Recycled content/ non bleach) Max 8 cases per month
- Three (3) Multi bin 33 gallon desk side roll bin collectors for all desk side containers.
- Two (2) Bathroom cleaning carts with trays
- Desk side waste basket/compost bins/recycling station liners. Max 1.25 case per month
- 45 gallon large compost bags. Max 3 cases per month
- 45 gallon large clear bags. If possible recycled content. Max 3 cases per month
- Dishwashing had soap for all sinks. Max 25 bottles a month.

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- Liquid Hand Soap for all sinks. Various amounts and kinds will be needed.
- One shot bathroom soap. Max 5 cases per month
- Sanitizing cleaners. Various kinds are needed.
- One (1)-backpack detail vacuum
- Paper toilet seat covers. 2 cases Max per month.
- Bathroom Air fresheners (If LEED requirements are meet) 8 canisters per month
- Five (5) 100ft Power cords
- One (1) auto scrubber W/ soft, hard and scrub pads with attachments
- One (1) High speed floor wax buffer
- One (1) Medium speed floor wax stripper
- Sanitizing hand soap. Max 2 gallons per month
- Day care hand soap number 74 Sustainable earth. Max 5 gallons per month
- One (1) backpack leaf blower for garage
- One (1) Follow behind sweeper for garage
- One (1) 30 gallon push behind wet dry vacuum
- Three (3)medium style push brooms
- Four (4) commercial hand brooms with dust pans
- Four (4) dust mops
- Six (6) wet mops with buckets
- Six (6) Dusters including one large duster with extension poles
- One (1) Chair and furniture upholstery extractor
- Six (6) Window squeegees with cloth on other side. 2-8 inch, 2-10 inch , 12 inch, 16 inch

The Contractor will be responsible to notify the Metro Regional Center Operations Manager before a product is changed after the initial list is established with the Metro Regional Center Operations Manager and the Contractor at the onset of the contract.

### **C. Contractor's Personnel**

The Contractor shall provide one person for eight working hours per day to provide custodial services during the normal operational hours of the MRC. The Metro Buildings Operations Manager shall control hours and days of the day shift custodial worker, if a replacement worker is required due to illness, vacation or other then all the same requirements will apply. The Contractor shall not split shift with other facilities or reduce the hours of the day shift custodial worker without permission of the Metro Regional Center Operations Manager. This person's job duty shall be to perform tasks to maintain the level of service and appearance during the day. In addition to the routine tasks, it is requested that this person will perform other duties as assigned by the Metro Regional Center Operations Manager.

*Employment Standards:* The Contractor agrees that upon request by Metro, it shall remove from Metro's premises any contractor's employee, who, in the reasonable opinion of Metro, is guilty of improper conduct; bringing any unauthorized personnel (including their own children) into the facility; is involved with the unauthorized use of Metro equipment or is not qualified to perform the work assigned.

The Contractor shall purchase and maintain bonding on all employees covering dishonest acts in the amount of \$10,000. Certification of such insurance shall be provided to Metro at time of contract execution and each following year of contract renewal.

*Identification of Employees:* The Contractor shall provide uniforms and identification of its employees. All employees shall wear uniforms at all times while in the building so that each employee is readily identifiable. All Contractor employees shall be clean and neat at all times. Contractor supplied picture ID badges shall also be worn and displayed at all times when in the Metro facility.

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Contractor's personnel shall have a background check in accordance with the Contractor's normal operating guidelines for government office buildings. A criminal background check may be required for all the contracted staff. Employees of the Contractor with criminal records that indicate behavior that would pose a risk to property and security of Metro will not be allowed onto Metro property. This criminal background check shall adhere to all appropriate federal and state laws and restrictions. There shall be no exceptions and no substitutions of personnel without prior security clearance checks. All background and criminal background checks will be included in the RFP pricing by the contractor.

### *Required staff and supervisor training*

**Performance Metrics and Measurement:** All cleaning personnel shall receive regular safety and environmental training. Contractor shall also be responsible to supply evidence of compliance of required training prior to contract award.

**Practices to Optimize Staffing and Training:** All cleaning staff and managers shall receive environmental safety and health training, addressing, at minimum, hazards associated with the use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

The Contractor shall provide documentation that their employees have been trained in all of the safety regulations that pertain to the job function of the said employees. In addition, Metro classifies custodians as "at risk for exposure" and therefore requires compliance with all OR- OSHA regulations. The Contractor shall provide documentation at time of contract execution, verifying that HIV/hepatitis training and vaccination program for employees per OR-OSHA regulations OAR 437, Division 2, General Occupational Safety and Health Rules (29 CFR 1910.1030) Blood borne pathogens.

### **D. Supervision**

The telephone number of the responsible daytime supervisor shall be provided to Metro for daily and emergency and/or non-routine service and will be required to be onsite 15% of the day. Cleaning times and schedules shall be prepared and approved by the Metro Regional Center Operations Manager quarterly upon award of this contract.

The night supervisor shall be responsible for a system of quality inspections and follow-up for all daily, weekly, quarterly, semi-annual and yearly tasks in a format that is approved by the Metro operations manager. The custodial night time supervisor must be on site at all times of the onsite labor hours. The Contractor shall be responsible for the direct on-site inspection of the custodians through its designated representative, and such representative shall be available at reasonable times to report to and confer with agents of Metro not limited to the Metro Regional Center Operations Manager with respect to services.

The Contractor shall equip the day shift supervisor and the night time supervisor with a mobile device so they may receive email or phone calls. The supervisor's contact number and email address is to be given to the Metro Regional Center Operations Manager. If the smart phone is replaced for any reason, the new phone number is to be given immediately to Metro. The Contractor and Contractor's staff are solely responsible for maintaining the smart phones in operating condition.

A 24-hour-a-day, 7-days-a-week emergency phone number is to be supplied to the Metro Regional Center Operations Manager. This number shall be used if there is no response from the phone numbers provided or an absence in staff for their regular scheduled shift.

### **E. Emergency and Non Emergency Response**

The Contractor shall provide emergency coverage at any time of day, seven days a week at the MRC if requested by Metro. Emergency corrections called in after the regularly scheduled custodial hours shall be considered emergency after hours calls. During normal custodial hours, emergency custodial corrections shall be taken care of at no additional charge. Exception cleaning such as major floods or contaminated sewer backups, and complete carpet

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cleaning shall be billed as a separate project if staff is not on duty including night shift workers. Emergency calls are defined as follows:

- Floods related to plumbing, roof leaks or other sources, when flooded area cannot be isolated (close rest room) or continuing damage is occurring due to flood remaining overnight.
- Blood spills, vomit, urine or other human body fluid that cannot be isolated or blocked off.

Emergency after hour's calls shall be made directly to the Contractor by telephone, using numbers provided to Metro for this purpose. A list of phone numbers for emergency and non-emergency service will be posted in the Contractor's logbook at the security desk. This list will be kept current and be clearly identifiable in the inside cover of the logbook. Emergency after hours calls are defined as any emergency cleanup or related type of service call that are placed during a time outside of the normal service schedule of cleaning. Emergency requests shall require Contractor to call-back within 30 minutes after receiving the first call and to be able to commence work within 3 hours.

Emergency correction needed during normal custodial working hours shall be available by calling the shift supervisor's phone number furnished by Contractor.

Non-emergency corrections shall be registered in the daily logbook for custodial issues. Non-emergency corrections shall be corrected within 24 hours. Non-emergency corrections include such things as:

- Trash can full
- Recycling can full
- Compost can full
- Liquid spill (no safety hazard)
- Toilet paper or other dispensers empty (when other restrooms are stocked and available)
- Other items that are deemed unsightly or affect the appearance of our building

### **F. Inspection, Performance Metrics and Quality Control**

The Contractor shall make inspections of all work done at regular intervals. The Contractor's site supervisor shall be thoroughly familiar with all the services specified and shall make such inspection. The Metro Regional Center Operations Manager along with the Contractor's site supervisor shall do routine inspections to assure quality performance. Should any cleaning and/or recycling specification not be met or be routinely missed, notification shall be given to the Contractor for correction in writing by email.

An emergency correction shall be started within three (3) hours after notification. During scheduled Contractor's site supervisors shall be notified of emergency corrections by telephone and followed by email to Contractor from the Metro Regional Center Operations Manager or Property Services staff and shall be stated as an emergency. Failure to respond to one (1) emergency at any point within the contract term, Metro may terminate the contract immediately.

A non-emergency correction shall be completed within twenty-four (24) hours after notification. Contractor's site supervisors shall be notified by telephone and followed by email of non emergency corrections from the Metro Regional Center Operations Manager or Property Services staff and shall be stated as a non-emergency. Failure to make these corrections within the time specified on three (3) separate occasions within the same contract year, Metro may terminate the contract immediately.

The Metro Regional Center Operations Manager and a representative of the Contractor shall make monthly inspections together and any variations from the terms of the specifications shall be corrected. Documentation of all inspections shall be maintained and shall be placed in at the front desk in a binder and made available for review by the Metro Regional Center Operations Manager, Contractor and Contractor's staff

Contractor's site supervisors shall be notified of any incomplete tasks such as trash disposal, recycling, dusting, vacuuming, department cleaning and all other janitorial services by email from the Metro Regional Center Operations Manager. In the event that Metro documents six (6) incomplete tasks within any three-month period, Metro may, at its sole discretion, immediately terminate the contract.

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### G. Cleaning Performance standards

#### *Definitions*

- a) Clean: As used in the specification, refers to the results of the process of cleaning, whereby the surface cleaned is free of soil, smudges, stuck-on adhesive materials, and where practical, is shiny to the appearance and smooth to the touch
- b) Disinfect: After cleaning, or as part of cleaning, use of an approved germ-killing agent applies to the surface.
- c) Daily: The days that Metro is open to the public. The building is generally occupied Monday through Friday, 7:00 a.m. to 10:00 p.m. by Metro staff, elected officials and visitors. The building is often occupied on Saturday for special meetings and events. With the exception of some staff members working on projects, the Center is closed on Sunday.
- d) Weekly: a task or set of tasks, to be performed no less than once per week.
- e) Monthly: a task or set of tasks, to be performed no less than once per month.
- f) Semi-annual: a task or set of tasks, to be performed twice a year.
- g) Periodically: An interval of time characterized by the occurrence of a certain action or task will occur in the contact year. Inspections will be performed to determine the frequency of need to perform a periodical job function.

#### *Standards*

- a) Carpet Cleaning: Complete carpet cleaning (other than spot cleaning) shall consist of hot water extraction method and/or bonnet cleaning methods where applicable. Chair mats, boxes, wastebaskets and small furniture should be moved and replaced as part of this process. Contractor shall provide air blowers and dehumidifiers as needed to aid in drying process.
- b) Carpet Spot Cleaning: Smudges, marks, gum, spills or spots shall have been removed without causing unsightly discoloration.
- c) Cleaning Drinking Fountains: The stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains and streaks. Drinking fountains shall be kept free of trash and nozzles free from encrustation.
- d) Cleaning Elevator Floor Track: Floor tracks shall be clean and free of dirt, debris and grime.
- e) Cleaning Thresholds: Thresholds shall be clean and free of oil, grease, dirt and grime.
- f) Cleaning Wastebaskets: Wastebaskets shall be free of dust, debris and residue, inside and out.
- g) Cleaning Wood Paneling: All Paneling shall be free of dirt, dust, streaks and spots.
- h) Cobwebs: There shall be no cobwebs visible in public and staff areas.
- i) Damp Mopping and Spray Dusting: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.
- j) Damp Wiping (Mirrors and Glass surfaces): Mirrors shall be clean, free of dirt, dust, streaks and spots.
- k) Damp Wiping: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.
- l) Display Cases: Glass covered table and wall cases shall be free of dirt, dust, streaks, and spots inside and out.
- m) Dusting: Railing, ledges, grilles, fire apparatus and doors shall be dust-free. Available horizontal surfaces shall be free of dust.
- n) Finishing: Doors, walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.
- o) Floor Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff-marks. There shall be no buildup in corners and crevices. Water solutions shall not be used on wood flooring.
- p) Glass: Shall be clean and free of dirt, grime, dust, hand marks, streaks and spots.
- q) High Cleaning: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks. Limited to reachable surfaces by a ten-foot ladder.
- r) Interior Elevator Surfaces: Floors, wall surfaces and mirrors shall be clean and free of streaks and marks.
- s) Metal Polishing: Metal surfaces shall be free of smears, stains and finger marks. They shall be clean, bright and polished to uniform luster. Bright metal surfaces shall have a polished and lustrous appearance.
- t) Plastic and Wood Furniture: Furniture shall be cleaned, sanitized and polished to maintain sanitary appearance.

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- u) Polishing: Kick plates push plates and push/pull bars and handles shall have a polished and lustrous appearance.
- v) Porcelain Ware Cleaning: Porcelain fixtures (washbasins, urinals, toilets, etc.) Shall be clean and bright; there shall be no dust, spots, stains, rust, or mold. (Fixtures that are not maintainable shall be documented by the Contractor and submitted to Metro Operations Manager.)
- w) Recycling Collection: All recycling materials generated in the building shall be collected and removed to storage areas designated for recycling by a Property Services representative.
- x) Servicing: All supply dispensers shall be filled. Waste receptacles shall be emptied and sanitary napkin receptacles, emptied, cleaned, disinfected, and new bags inserted.
- y) Solid Waste Collection: All solid wastes generated in the building shall be collected and removed to storage areas designated for trash by a Property Services representative.
- z) Spot Cleaning: Smudges, marks, or spots shall be removed in such a manner that will not cause unsightly discoloration or other damage.
- aa) Sweeping or Dust Mopping: All areas shall be clean and free of trash, debris and foreign matter. No dirt shall be left in corners, crevices, under furniture, behind doors or where sweepings were picked up. Sweeping shall be picked up and disposed of, not swept outside.
- bb) Sweeping, Wet Mopping or Scrubbing Stairways: Floors, steps, risers and landings shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc. and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.
- cc) Telephone: Telephone receivers and cradles shall be clean and sanitized using disinfectant wipes.
- dd) Thorough Dusting: There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
- ee) Upholstery Cleaning: All fabric furniture and partitions shall be thoroughly vacuumed and spot cleaned to remove all loose dirt, gum and stains.
- ff) Vacuuming: carpets, including edging and corners, shall be clean and free from dust, dirt and other debris.
- gg) Venetian Blinds: Both sides of the blind slats shall be clean and free of dust. Cords shall be clean.
- hh) Wall Washing: Wall washing shall remove all soils, grease and film. It can be done by hand or with a wall washing machine. Restroom walls shall be washed with a disinfectant cleaner.
- ii) Waxing and Buffing: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

### H. Schedule of Required Contractor Tasks

#### Daily Tasks performed by the night janitorial staff

- a). OFFICES, COMMON AREAS, EXECUTIVE BREAK ROOM, GENERAL WORKSPACES, MEETING ROOMS, CORRIDORS, STAIRWAYS, ENTRANCES and ELEVATORS.
  1. Provide and empty, clean and reline waste receptacles at each desk, cubical, conference room, kitchen and other areas.
  2. Provide and empty, clean recycle receptacles at each desk, cubical, conference room, kitchen and other areas.
  3. Provide and empty, clean compost receptacles at each desk, cubical, conference room, kitchen and other areas.
  4. Dust ledges, sills, and flat surfaces below 70 inches.
  5. Dust and clean desks, chairs, tables, file counters, telephones, desk appointments and other furniture. (Do not disturb papers on desks.)
  6. Clean all entrance doors and office door glass.
  7. Spot clean door frames, walls, furniture and carpets so that they are free of hand soil, kick marks, spills and graffiti.
  8. Vacuum common area/lobby upholstered furniture as needed.
  9. Replace furniture to original setting after cleaning and vacuuming.
  10. Clean elevator, i.e., mirrors, glass, stainless steel, wood panels and doors.

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11. Collect meeting room mugs, dishware, and utensils and wash in dishwasher. Maintain adequate inventory of clean mugs, and utensils in meeting rooms.
  12. Collect containers that are left with used meeting room mugs, dishware, and utensils for recycling. Empty and rinse containers as needed in the sink by dishwasher. Place emptied containers in the appropriate designated recycling receptacles located near the dishwasher (separating glass containers in one receptacle, metal, and plastic containers in another receptacle, compost in one container and paper containers in a paper recycling receptacle).
  13. When the meeting room paper recycling receptacles become more than 50 percent filled, empty them into a paper recycling roll-cart or into one of the paper recycling chutes.
  14. When meeting, copier room or kitchen room receptacles for container recycling, including separate receptacles for glass containers and for mixed containers (metal, comingle, compost and plastic), become more than 50 percent filled, empty them into the appropriate designated central recycling receptacle at the loading dock, provided that all container collection receptacles must be emptied at least once per week, or sooner, even if not more than 50 percent of the container is filled. The only additional receptacle that might need more frequent emptying will be the compost bins due to the possible accumulation or smell.
- b). **REST ROOMS, LOUNGES, SHOWERS, LOCKER ROOMS**
1. Clean and disinfect all sinks, toilets, urinals, water closets, hand dryers, showers, drains, floor drains, faucets, toilet seats and walls.
  2. Clean, disinfect, and polish all metal work and mirrors.
  3. Refill all dispensers: soap, towels, toilet paper, and feminine napkin machines as needed.
  4. Collect unused portions of toilet paper rolls that are removed from toilet paper dispensers and place them either in a paper recycling roll-cart, into one of the paper recycling chutes, or, if provided by Metro, in another designated receptacle (to permit reuse).
  5. Empty, clean and disinfect all waste receptacles and replace all waste can liners.
  6. Disinfect and Kai Vacuum/or similar all floors, fixtures and tile in all areas.
  7. Dust and clean all furniture and fixtures.
  8. Spot clean walls, doors and partitions.
- c). **KITCHENETTES AND EATING AREAS**
1. Clean and disinfect tables and chairs.
  2. Dust all furnishings, sills, ledges and other low built-in furnishings.
  3. Clean, disinfect and reline all waste receptacles (see recycling procedures attached).
  4. Spot wash all walls, counters, cabinets, appliances, vending machines, doors, door frames, door hardware and metal work so as to remove hand soil, spills and spots.
  5. Clean all tile and vinyl with a Kai Vac or spot mop as needed.
- d). **RESILIENT AND HARD SURFACE FLOORS.**
1. Sweep, vacuum and or scrub the following: all rest room floors, lunch room floors and all stairways.
  2. Dust and spot mop all other hard surface areas.
- e). **CARPETED FLOORS**
1. Thoroughly vacuum all carpeted areas.
  2. Vacuum all floor mats.
  3. Spot clean daily.
- f). **INTERIOR AND EXTERIOR GLASS**
1. Spot clean interior and exterior sides of all interior windows (door glass including window sills, re-lights including window sills, cubical glass including window sills and any reachable glass by a 10ft ladder including the interior and exterior window).

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- g). BUILDING EXTERIOR
1. Clean outside decks and entrances, empty and clean ashtrays, empty and clean garbage containers.
  2. Clean interior MRC garage and exterior Irving garage as needed.
  3. Clean and sweep all sidewalks.
  4. Spot clean outside windows and sills reachable from a 10ft ladder.

**Day Shift Custodial Worker Tasks:** The following instructions are intended as a guide. It is understood that situations will occur to disrupt the normal work routine. The following tasks are in priority order and should be kept up accordingly.

- a) MAIN ENTRANCE, LOBBY, HALLWAYS, STAIRWAYS: These areas are of the utmost importance because they are used intensely by visitors to the center. These areas must be kept clean at all times. The number of daily cleanings may vary due to intensity of use on any given day. Keeping these areas clean can also be done between other tasks as the need dictates.
1. Clean the Metro Break room
  2. Clean inside and outside of glass entrance doors as needed
  3. Check and clean front entrance outside and pick up any litter
  4. Use carpet sweeper to keep hallway carpets free of lint and dirt
  5. Spot clean stairway doors, treads, railings and walls
  6. Spot clean railings and seats around atrium, reception desk and front display case
  7. Spot clean all doors and doorjambes adjacent to the main hallways on both levels
  8. Spot clean walls and railings in hallways on both levels
  9. Spot clean main passenger elevator and keep mirror and stainless steel free of smudges.
  10. Clean all water fountains.
  11. Clean all shared general desks like front desk, AV desk, HR front desk, finance front desks, IT/IS front desk and planning front desks.
- b) ENTRY MATS
1. Grilles; Grates; Walk-off mats at all primary entrances shall be cleaned daily. These systems shall be a minimum of 10 feet long in the direction of travel.
  2. IF GRATES OR GRILLES ARE USED: Grates/ Grilles shall be vacuumed and surface cleaned daily.
  3. Grille/grate wells shall also be cleaned out during this process and mopped weekly.
  4. IF WALK-OFF MATS ARE USED: The walk-off mats shall be professionally cleaned on a weekly basis and thoroughly vacuumed onsite on a daily basis. The flooring beneath the mats shall be vacuumed and mopped on a weekly basis as well.
  5. Secondary entrances shall also have walk-off mats of 10–12 feet in length to capture initial loose particles entering the building. These mats must be vacuumed daily, and the floor beneath shall be vacuumed and mopped on a weekly basis.
- c) REST ROOMS: MRC is a public building and the cleanliness of the rest rooms should reflect a clean and well-maintained environment. All rest rooms are the highest priority.
1. These rest rooms are to be inspected and/or cleaned no less than twice daily, once mid-morning around 9:30 a.m. to 10:30 a.m. and once around 1:30 p.m. to 2:30 p.m.
  2. Rest room supplies should be fully stocked at these times.
  3. This will include wiping down all doors and fixture handles.
  4. The rest rooms in the 3rd floor west office area (Council Office) and the locker rooms on the lower level are the second priority.
  5. These rest rooms need to be inspected and/or cleaned twice daily and spot cleaned as needed.
  6. This will include wiping down all doors and fixture handles.

## Request for Proposals (RFP 13-2145)

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- d) **OUTSIDE ENTRANCES AND GROUNDS:**
1. Pick up all litter from entrances, parking areas, sidewalks and landscaped areas.
  2. Priority should be given to entrances.
  3. They shall be inspected and/or cleaned no less than twice daily.
  4. Entrances shall be the first task on Monday morning due to the accumulation of litter from the weekend.
  5. A complete inspection of the parking areas and sidewalks shall be done no less than once daily. It may be desirable to divide these areas up so that the grounds pick up includes a different parking area each time.
- e) **CONFERENCE ROOMS AND COUNCIL CHAMBERS:**
1. At the beginning of the workday, obtain a copy of the meeting schedule at the Metro Security Desk.
  2. Make note of meetings being held during the day.
  3. Between meetings, inspect the meeting rooms and straighten chairs, clean tables to remove smudges and rings and pick up any litter.
  4. Maintain proper quantity of whiteboard supplies.
  5. If recycling centers appear to be over half full, empty them and replace liner as necessary. Assist building maintenance staff in room set up if requested.
- f) **AUXILIARY AREAS:** The following auxiliary areas shall be cleaned as a second priority, but shall be inspected at least once every day.
1. The wet bar/kitchenettes located throughout the building shall be inspected and/or spot cleaned and the paper towel dispenser checked at least once daily and preferably twice daily.
  2. The employee lunchroom-break room is to be inspected and cleaned every morning first thing. Garbage can lids and floor around garbage receptacles shall be kept clean.
  3. The morning after the mixed paper recycling roll-carts are moved to the loading dock, as described below under weekly cleaning task A.3, the Day Shift Custodial Worker shall return the empty roll-carts to their original locations.
  4. The Day Shift Custodial Worker janitor will be expected to respond to spot cleanups as the need arises. The Metro Operations Manager or his or her staff will normally have the day porter paged when cleanups are necessary. Be sure to carry the phone at all times and check the battery daily.

### **Weekly Cleaning Tasks**

- a). **OFFICES, COMMON AREAS, GENERAL WORKSPACES, MEETING ROOMS, CORRIDORS, STAIRWAYS, ENTRANCES and ELEVATORS.**
1. Clean doors, door frames, light switches, walls, door hardware, handles and railings, thresholds, kick plates, furniture, counters, built-ins, partitions, baseboards, elevator control panels, wall panels and elevator tracks.
  2. Dust all high areas that are missed by the daily work scope.
  3. After 5:00 p.m. on the same day each week (the day to be identified in advance by the Metro Regional Center Operations Manager), all paper recycling roll-cart collection receptacles that are more than 50% full shall be either emptied into the paper recycling chutes or moved to the central paper recycling area located near the loading dock on the first floor of the building. The morning after the recycling roll-carts are moved to the loading dock the Day Shift Custodial Worker shall return the empty roll-cart to their original locations.
- b). **EATING AREA AND KITCHENETTES**
1. Clean and disinfect all doors, partitions, walls, fixtures, appliances, vending machines, doorframes, ledges, counters, baseboards cabinet counters and fronts and furnishings.
- c). **RESILIENT and HARD SURFACE FLOORS**
1. Use Kai Vac, auto scrubber or mop in all high traffic areas including main hallways and side halls with hard surfaces. Spot mop as necessary.

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### Monthly Cleaning Tasks and Items

- a). OFFICES, COMMON AREAS, VENDING MACHINE ROOMS, GENERAL WORKSPACES, MEETING ROOMS, CORRIDORS, STAIRWAYS, ENTRANCES and ELEVATORS.
  - 1. Clean and polish metalwork, paneling, woodwork, built-ins and furniture.
- b). RESILIENT AND HARD SURFACE FLOORS
  - 1. Scrub all floors completely.
- c). ALL AREAS
  - 1. Clean ceiling air grills.
  - 2. Dust and clean light fixtures.
  - 3. Dust and spot clean walls.
  - 4. Wipe down and clean cove base all areas.
  - 5. Deep clean all meeting room tables and counters.
  - 6. Clean exterior and interior window glass and ledges up to reachable areas with a 10ft ladder.

### Quarterly Cleaning Tasks and Items

- a). REST ROOMS, KITCHEN AREAS AND FLOORS COVERED WITH VINYL
  - 1. Strip tile and resilient floors and refinish floor to maintain shiny and clean appearance.
- b). CARPET CLEANING
  - 1. Complete extraction cleaning of all common area carpets. This will be done when center is closed.
  - 2. Shampoo fabric furniture upholstery main lobby, all conference rooms and coat with approved fabric protector. This must be done at times when the center is closed.
- c). INTERIOR WINDOW GLASS
  - 1. Wash and clean all interior windows and sills, interior of exterior windows including sills and re-lights including window sills and clean mullions. (Schedule will be decided by the Metro Operations Manager.)
  - 2. Dust all window and blinds throughout the entire building.

### Bi-Annual Cleaning Tasks and Items

- a). EXTERIOR WINDOW GLASS AND SILLS ALL LEVELS.
  - 1. Clean all exterior windows around the entire building including window sills. This is all levels and will include every window inside and outside.
  - 2. Extract and clean all building upholstery including meeting room chairs, couches and cubicle/office chairs.
  - 3. Clean and scrub all areas of the MRC garage.

### I. Cleaning Services Not Covered by the Scope of Work (Exception Services)

The Contractor may occasionally be required to perform cleaning services not covered by the Scope of Work. These services shall be requested by the Metro Regional Center Operations Manager or Property Services staff on an as needed basis, and shall be billed separately to clearly identify the exception service cost. If requested, the Contractor shall provide cost estimates for these additional cleaning services to the Metro Regional Center Operations Manager prior to commencing work. These exception cleaning services are not part of the total cost of this contract but hourly pricing shall be consistent with DAS pricing workbook.

- J. Additional specific tasks which the Contractor shall be responsible for
  - 1. reporting any damaged or broken plumbing, glass, light fixtures, furniture, paint, floor or carpet, lavatory fixtures, etc. to the Metro Security Officer 503-797-1800.
  - 2. reporting any security problems to the Metro Security Officer.

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3. using designated closets and areas for storage of equipment and supplies. Closet areas shall be kept clean and orderly.
4. gathering recyclable materials in areas designated by Metro Regional Center Operations Manager
5. checking the logbook daily/nightly for instructions and cleaning problems.
6. repairing and replacing any furnishings, equipment, or fixtures damaged, lost, or stolen by the Contractor's employees.

#### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

1. Cleaning public agency mixed office use type buildings of a cumulative total of 50,000 or more square feet.
2. Be a certified State of Oregon approved janitorial QRF.
3. Emergency response services for janitorial, gray water cleanup, sewer cleanup and building services cleanup.
4. Minimum of one (1) year public agency janitorial service
5. Demonstrated 24-hour emergency response capability, inspection capability and use of a field supervisor.
6. Ability to supply Material Safety Data Sheets (MSDS) for all products supplied by or supplied to the Contractor
7. Ability to perform background and criminal check for Contractor's staff working at the MRC.
8. Cleaning concrete, carpet, sheet vinyl, rubber tile, epoxy painted floors, terrazzo/ceramic and vinyl asphalt tile floors.
9. Knowledge and experience in the use of cleaning equipment and chemicals used in the performance of this contract.
10. Water extraction from flooded surfaces.
11. Cleaning interior and exterior windows and skylights above two stories.
12. The Contractor shall own or lease all equipment in the RFP and be experienced in the operation of all following equipment:
  - Pressure washer and/or steam cleaners.
  - Wet-dry vacuum cleaners and other water removal equipment.
  - Floor buffers, both high-speed burnishes and low speed.
  - Commercial vacuum cleaners, edging vacuum equipment and/or accessories.
  - Carpet, upholstery cleaning shampooing and extraction equipment
  - All other equipment listed under required supplies

#### V. PROJECT ADMINISTRATION

Richard Thompson, Metro Regional Center Operations Manager, is the project manager for this contract. Proposer shall indicate one point of contact for the resulting contract.

#### VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Eight (8) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services  
Attn: Karen Slusarenko RFP 13-2145  
600 NE Grand Avenue  
Portland, OR 97232-2736

B. Pre-Proposal Conference

A voluntary pre-proposal conference will be held at 600 NE Grand Avenue, Portland OR 97232 on June 6, 2012 at 1:30 p.m. interested proposers are strongly encouraged to attend the conference in order to gain information about the RFP requirements

## Request for Proposals (RFP 13-2145)

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- C. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.
- D. RFP as Basis for Proposals  
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Karen.slusarenko@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on June 20, 2012.
- E. Information Release  
All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.
- F. Minority, Women and Emerging Small Business Program  
In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

### VII. PROPOSAL CONTENTS

The proposal should contain no more than fifteen (15) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the contractor to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the contract when awarded, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Outline and discuss your approach to Metro's proposed scope of work and schedule to cover all the needed tasks associated in section III Proposed Scope of Work/Schedule of this RFP. Indicate how your firm will approach 24-hour emergency response capability, inspection capability in the area of quality, exception cleanings services and use of day and night shift supervisors.
- C. Staffing/Supervisor Designation: Include resumes/biographies of individuals who will be used on this contract. Indicate all positions and their relevant qualifications.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The contractor must assure responsibility for any sub-contractor work and shall be responsible for the day-to-day direction and internal management of the contractor effort.

## Request for Proposals (RFP 13-2145)

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- D. Experience: Indicate how your firm meets the qualifications and experience requirements listed in section IV of this RFP. List projects conducted over the past five years which involved services similar including current contracts held. For each of these projects include the name of the customer contact person, his/her title, role on the project, telephone number, type of facility and usage, and facility square footage. Include three (3) letters of recommendations from current or past janitorial contracts during the last five (5) years indicating level of service, satisfaction of service and quality of control.
- E. Cost/Budget: Present the proposed cost of the contract based upon the above scope of work and the proposed method of compensation including terms no fewer than net 30 days. List hourly rates for personnel assigned to the contract, total personnel expenditures, support services, and sub-contractor fees (if any). Requested expenses should also be listed. All pricing should follow the State of Oregon Department of Administrative Services (DAS) cost breakdown format and total summary costs and be submitted with the proposal. Also include a breakdown of total costs for daily, weekly, monthly and bi-annual tasks. For this RFP, Metro will evaluate the total price for basis of award; however, Metro may request additional breakdown of the DAS workbook sections before initiating a contract.
- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
  - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
  - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G. Sustainable Business Practices
- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
  - Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
  - Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

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### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. 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, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; 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.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov).
- F. Intergovernmental Cooperative Agreement Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any proposer may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

### IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. The interpretation and application of the evaluation criteria is at the sole discretion of evaluation committee. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked

# Request for Proposals (RFP 13-2145)

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Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.

- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

**1. Approach to Operations of Cleaning Services** **20 Points**

*The approach to the operations of the cleaning operations will be evaluated for efficiency, reliability and flexibility including the following factors:*

- A. *Ability to operate in a timely manner by providing sufficient equipment, personnel and other resources to meet fully all requirements of the Scope of Work*
- B. *Ability to meet the materials and supplies as listed in the to be supplied by the contractor requirements*
- C. *Operational procedures and management team structure of supervisory personnel to ensure the coordination and delivery of reliable, timely service*
- D. *Safety procedures and required training programs*
- E. *Emergency procedures and response*

**2. Experience of Proposer** **10 Points**

*Proposals will be evaluated on the amount of experience with public agency mixed office use type buildings and experience in performing the tasks and duties as described in the Scope of Work. Proposers will also be evaluated on the experience credentials and reputation of the Owners, Supervisors and leading members of the management team to be assigned to perform the work under this contract.*

**3. Budget/Cost Proposal** **20 Points**

*Proposers shall submit full costs for the duties and tasks as set forth in the Scope of Work that will be used to evaluate the total costs of the proposal. The lowest overall cost proposal will be awarded the full 20 points for this criterion. All other proposers will be allocated points based on their proposed total cost as a percentage of the lowest cost proposal multiplied by 20 points.*

**4. Diversity in Employment and Contracting** **20 Points**

*Proposers will be evaluated on how they intend to utilize Minority, Women-owned, and Emerging Small Business (MWESB) partners and overall workforce diversity. The following factors will be taken into consideration when evaluating proposals:*

- A. *Work force demographics and the measurable steps taken to ensure a diverse work force.*
- B. *Extent to which the Proposer can demonstrate measurable steps taken to promote MWESB participation on prior contracts*
- C. *Proposing firm is certified as an MBE, WBE or ESB by the state of Oregon, and or sub-contractors they are utilizing are certified.*

**5. Sustainable Business Practices** **30 points**

*Proposers will be evaluated on the ability of the Proposers to help Metro meet its sustainable operations goals. The following factors will be taken into consideration when evaluating proposals.*

- A. *Current business practices to reduce the environmental impacts of the proposers operations*
- B. *Demonstration of support of local businesses and markets in the Portland Metro Region*
- C. *Employee compensation structure of the proposer to include:*
  - a. *Wage Scales for employees*
  - b. *Policies for annual Cost of Living Adjustments (COLA)*
  - c. *Details of the healthcare program offered to employees*
  - d. *All other employee benefits (e.g. vacation sick leave, pension, etc.)*

**Total 100 points**

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- C. Interview Process: Based on the quality of the proposals received a short list of Proposers may be selected for further consideration by the selection committee. Metro reserves the right to request further information from the short listed Proposers.

Metro will conduct interviews/oral presentations with short-listed Proposers if deemed necessary. During the interviews/oral presentations, specific aspects of the project and elements of each Proposer's offer will be discussed as appropriate. Metro reserves the right to request best and final offers (BAFO) from some or all of the short-listed firms, including additional performance and financial guarantees. In the event negotiations are unsuccessful with short-listed firms, Metro may enter into negotiations with firms not originally short-listed.

Based on the results of the proposal evaluations and negotiations process, and consistent with the criteria listed in the RFP, Metro will make its contract award recommendation(s) to the Metro Procurement Officer.

### **X. APPEAL OF CONTRACT AWARD**

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) working days of the postmarked date of Metro's notice of intent to award the contract. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

### **XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT**

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein. Finally, by responding to this procurement, proposers waive any claim regarding the process used in procuring the services sought in this RFP.



600 NE Grand Ave.  
Portland, OR 97232-2736  
503-797-1700

## Request for Proposals (RFP 13-2145)

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THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Company Name, whose address is address, City, State Zip, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing Month XX, 201X through and including Month XX, 201X. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.

### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by METRO on a Net 30 day basis upon approval of CONTRACTOR invoice.

### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

### ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

### ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;

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- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

### ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

### ARTICLE VIII MODIFICATIONS

Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by



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Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

### ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

### ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of METRO, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon METRO request, CONTRACTOR shall promptly provide METRO with an electronic version of all Work Products that have been produced or recorded in electronic media. METRO and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and

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audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

### ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

### ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

### ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

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## ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials \_\_\_\_\_.**

## ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## ARTICLE XVIII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

## ARTICLE XIX SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.



600 NE Grand Ave.  
Portland, OR 97232-2736  
503-797-1700

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## ARTICLE XIX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

## ARTICLE XX DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To METRO: Project Manager Name  
Metro  
600 NE Grand Ave.  
Portland, Oregon 97232  
503-XXX-XXXX fax

To CONTRACTOR: XXXXXX  
Contractor Name  
address  
City State Zip  
XXX-XXX-XXXX fax

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_