



CITY OF THE DALLES, OREGON  
CONTRACT DOCUMENTS FOR

**CONTRACT NO. 2018-013**

**REQUEST FOR PROPOSALS  
JANITORIAL SERVICES FOR STATE OFFICE BUILDING**

Attention: Gene Parker, City Attorney  
City of The Dalles, Oregon  
313 Court St.  
The Dalles, OR 97058  
Telephone: (541)-296-5481 ext. 1123

Proposals will be received at the office of the City Clerk  
313 Court St., The Dalles, OR 97058  
Until July 6, 2018 2:00 PM

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ADVERTISEMENT FOR PROPOSALS  
CONTRACT NO. 2018-013

Separate, sealed proposals for **JANITORIAL SERVICES FOR STATE OFFICE BUILDING** will be received by the City of The Dalles, at the office of the City Clerk, City Hall, 313 Court St., The Dalles, OR 97058, until 2:00 p.m. Pacific Prevailing Time, July 6, 2018. The City of The Dalles is requesting proposals for janitorial services to be provided for the State Office Building located at 700 Union Street in The Dalles, Oregon.

The Request for Proposals may be examined at the office of the City Clerk, City Hall, 313 Court Street, The Dalles, Oregon, 97058, and (541) 296-5481, ext. 1119. Electronic copies of the Request for Proposals may be obtained free of charge from the City Clerk's office.

The City of The Dalles may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City it is in the public interest to do so. The City also reserves the right to waive any informality in connection with said proposals or to postpone the award of the contract for sixty days.

No proposal may be withdrawn after the time set for the proposal opening, or before the award of the Contract, unless award is delayed for a period exceeding 60 days.

Any change to the solicitation document will be done by written Addenda. A copy of the Addenda will be sent by email or regular mail to each potential proposer who has obtained a solicitation document from the City.

City of The Dalles  
Izetta Grossman, City Clerk

PUBLISHING DATE: June 21, 2018

## PART I. CONDITIONS OF CONTRACT

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## **Section 1.0 Solicitation Information and Requirements**

### **1.1 Summary Overview**

The City of The Dalles (“City”) announces a Request for Proposals (RFP) for janitorial services to be provided for the State Office Building located at 700 Union Street in The Dalles, Oregon. The City is requesting RFP responses to determine the best applicant(s) to provide the services.

All entities or individuals who may submit, or who do submit, a response to the RFP are referred to as “Respondents”; after evaluation of all submissions from Respondents and negotiations have been completed, the Respondent entering into contract with the City shall be designated as “Contractor” in the applicable Contract.

### **1.2 Questions and Clarifications**

#### **1.2.1 Respondent questions**

All inquiries, whether relating to the RFP process, administration, deadline, awarding, or to the intent or technical aspects of the services may be submitted in writing or phone to:

#### **Contact Information**

Gene Parker, City Attorney  
313 Court St  
The Dalles, OR 97058  
541-296-5481 Ext. 1123  
[gparker@ci.the-dalles.or.us](mailto:gparker@ci.the-dalles.or.us)

Answers to questions the City receives and that the City, in its sole discretion, determines to be substantive will be issued as official Addenda to this RFP. When appropriate as determined by the City in its sole discretion, revisions, substitutions, or clarifications of the RFP or attached terms and conditions will be issued as official Addenda to this RFP. Changes or modifications to this RFP shall be binding on the City only if in the form of written Addenda issued by the City.

#### **1.2.2 Addenda**

In the event the City determines to send out an addendum to the RFP, prospective respondents listed as plan holders by the City will receive them from the City either electronically (email) or by mail.

#### **1.2.3 City Questions**

The City may require any clarification it needs to understand the Respondent’s Proposal. Any necessary clarifications or modifications which are in the best interest of the City may be made before the City determines which Respondent has submitted the most responsive and responsible proposal, and some or all of the clarification or modifications may become part of the final contract.

## 1.3 Protests

### 1.3.1 Solicitation Protest Requirements

Respondents may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or Contract term contained in the RFP. Potential Respondents may submit protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP, to the City **in writing no later than seven (7) calendar days prior to the Proposal submission deadline**. The City will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms. The City will resolve all timely submitted protests in accordance with Section 02-0730 of the City's Contract Review Board Rules. The City will address all timely submitted requests for change within a reasonable time following the City's receipt of the request, and once addressed will promptly issue a written decision on the request to the Respondent who submitted the request.

### 1.3.2 Award Protest Requirements

Every Respondent who submits a Proposal shall be notified of its selection status. Any Respondent who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Respondent (s) must submit a written protest of the selection to the City within **seven (7) calendar days after the date of the selection notice**. The City will not consider any protest submitted after this submission deadline. The protesting Respondent must claim that protesting Respondent is within the group of higher ranked Respondents with whom the City will negotiate a Contract because the Responses of all higher ranked Respondents failed to meet the requirements of the RFP, or because the higher ranked Respondents otherwise are not qualified to perform the obligations described in the RFP. The City will resolve all timely submitted protests in accordance with Section 02-0740 of the City's Contract Review Board Rules. Respondents who have been notified that they are not selected may make an appointment to view the RFP files at the City Clerk's Office 313 Court Street, The Dalles, OR.

### 1.3.3 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. The City shall not be liable for the Respondent's damages or costs for filing the protest, on any basis, express or implied.

### 1.3.4 Public Records

This RFP, and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by the City and made a part of City's records. Proposals shall be open to public inspection in accordance with ORS 279C.410. If a Proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.410 through 192.505, the Respondent must clearly designate the portions of its Proposal Respondent claims are exempt from disclosure, along with a justification and citation to the authority relied upon for the claimed exemption. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. **Identifying the Proposal in whole as exempt from disclosure is not acceptable.** If Respondent fails to identify the portions of the

Proposal the Respondent claims are exempt from disclosure and the authority used to substantiate that claim, Respondent is deemed to waive any future claim for disclosure of that information.

#### **1.4 Proposal Submission Requirements**

Each Proposal must comply with the following **Pass/Fail** requirements. The City will reject Proposals that do not meet ALL requirements of Section 1.5.

##### 1.4.1 PROPOSAL SUBMISSION DEADLINE

The City will not accept Proposals submitted by facsimile or electronic mail, nor will the City accept Proposals submitted after the Proposal submission deadline indicated in this RFP. The City is not responsible for, and will not accept, mis-delivered Proposals. Do not wait until the last minute for Proposal delivery.

**Proposals must be received on or before July 6, 2018 by 2:00 PM Pacific Time.**

##### 1.4.2 QUANTITY OF PROPOSALS

Respondent must submit one original and two (2) copies of the Proposal to the City at the address below.

##### 1.4.3 DELIVERY ADDRESS LABEL MUST INCLUDE:

PROPOSAL

State Office Building Janitorial Services– Contract No. 2018-013

Izetta Grossman, City Clerk

Submission Deadline: July 6, 2018 by 2:00 PM Pacific Time

##### PROPOSALS WILL BE RECEIVED ONLY AT:

City of The Dalles

City Clerk's Office

313 Court Street

The Dalles, OR 97058

##### 1.4.4 FORMAT FOR PROPOSAL SUBMISSIONS

All proposals must be on 8.5 by 11-inch paper, typed, double-spaced type preferred; this limitation does not apply to graphic design materials. Proposals must be signed and dated by the President or Executive Director if submitted by a corporation; the managing partner if submitted by a partnership; or the proprietor if submitted by a sole proprietorship. Proposals will be reviewed based upon the evaluation criteria set forth below, with a recommendation for award of the contract to be made to the City Manager.

The City will not be liable for any costs incurred by the applicant associated with the preparation of a proposal submitted in response to this RFP.

##### 1.4.5 TERMS AND CONDITIONS

Unless an official addendum has modified or reserved the right to negotiate any contract terms

and conditions, the City will not negotiate any term or condition after the solicitation protest deadline. Any Proposal that is received conditioned on acceptance by the City of any other terms and conditions or rights to negotiate will be rejected. Any subsequent negotiated changes may be subject to prior approval by the City Attorney.

### **1.5 General Conditions**

- All facts and opinions stated within this RFP and all supporting documents and data are based on information available from a variety of sources. No representation or warranty is made with respect thereto.
- The City reserves the right in its sole discretion to accept or reject all responses to this RFP without cause.
- The City reserves the right in its sole discretion to modify the selection process or other aspects of this RFP, including extending the deadline or canceling the RFP without selecting a Respondent. The City will take reasonable steps to ensure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP from the City.
- The City reserves the right to request additional information following its review of the initial submissions. In addition, the City may retain consultants to assist in their evaluation of the submissions.
- In the interest of a fair and equitable selection process, the City reserves the right to determine the timing, arrangement, and method of any presentation throughout the selection process. Respondents are cautioned not to undertake any activities or actions to promote or advertise their proposals except during City-authorized presentations. Violation of these rules by a Respondent is grounds for disqualification of the Respondent.
- All submissions shall become the sole and exclusive property of the City. Respondents shall not copyright, or cause to be copyrighted, any portion of their submission. Within the bounds of the Oregon public records law, the City will maintain the confidentiality of submissions at least until the preliminary selection of a Respondent. Any proprietary financial information or other information which Respondents submit will be maintained as confidential as allowed by Oregon public records law. Submissions or information that any Respondent would like to remain confidential must be marked confidential.
- News releases by the selected Respondent pertaining to its selection will require prior written approval from the City.
- The City reserves the right to verify and investigate the qualifications and financial capacity of any and all members of any Respondent.
- The City does not accept responsibility or obligation to pay any costs incurred by any party in the preparation of submission of a proposal or in complying with any subsequent request by the City for information or for participation throughout the evaluation process.
- Effective January 1, 2018, the Oregon Legislature amended the state's labor contracting law, Oregon Revised Statute (ORS) 658.405 to 658.991, to include "property service contractors" within the definition of a labor contractor. In general,



a property service contractor includes anyone who receives compensation for recruiting, soliciting, supplying or employing workers to perform labor for another to provide services that include janitorial services.

<b>PASS/FAIL - RESPONDENT SUBMISSION CHECKLIST FOR USE BY RESPONDERS</b>
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- Submission deadline date and time met
- Correct number of Proposals included (original and two (2) copies)
- Proposal addressed correctly
- Proposal format met
- Proposal does not include conditional language about terms and conditions
- Proof that Respondent is a licensed property service contractor with the Oregon Bureau of Labor and Industries

## **Section 2.0 SCOPE OF WORK**

### 2.1 Requirements and Expectations & Scope of Work

The scope of work for the janitorial services is attached hereto as Exhibit A.

Where a public contract is awarded to a foreign contractor, and the contract price exceeds \$10,000, the Contractor shall comply with the Department of Revenue report requirements in order that the final payment may be issued. A foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon.

## **Section 3.0 Respondent Evaluation and Selection**

### 3.1 Evaluation Process

The City will evaluate all Respondents in accordance with the evaluation procedures set forth below. Proposals received on time will be reviewed against the pass/fail Proposal Submission Requirements identified in Section 1.5. Proposals meeting those criteria will then be reviewed, scored, and ranked according to the Scoring Criteria set forth in Section 3.2. A recommendation for award will be made to the City Manager. If the cost of services for the selected Respondent exceed the sum of \$50,000, the final award of the contract will be made by the City Council.

The outcome of the evaluation process may, at the discretion of the City, result in:

- (a) Notice to Respondent(s) of selection of possible award;
- (b) Further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification of a proposal); or
- (c) Cancellation of the RFP and either re-issuance of the RFP in the same or a revised form, or no further action by the City with respect to the RFP.

The City reserves the right to reject any or all Proposals and reserve the right to cancel this RFP at any time if such a determination would be in the public interest as determined by the City. The City is not liable for any costs a Respondent incurs while preparing or presenting the Response or during further evaluation stages. All Proposals will become part of the public file without

obligation to the City.

## REFERENCES

The City may use references to obtain additional information, break tie scores, verify information, or take other action deemed necessary as part of the evaluation process. Respondents should provide a minimum of three references.

After the City has completed the evaluation process and ranked the proposals, the City will announce the selection of the best proposal.

### 3.2 Scoring Criteria

Scoring will be based on the categories described below. The Respondent must describe how Respondent meets the requirements that are specified in this RFP as related to the subsections below. Be clear and concise.

#### 3.2.1 Experience and Knowledge

Evidence of Respondent's experience in providing janitorial experience, including any previous experience providing janitorial services for City owned buildings and facilities.

#### 3.2.2 Staffing.

Information concerning the number of employees anticipated to be available to provide the required janitorial services.

#### 3.2.3 Proposed Price

The proposed rate of compensation for the services to be provided.

Each of the criteria listed in Sections 3.2.1, 3.2.2, and 3.2.3 will be given equal weight during the evaluation process.

## **Section 4.0 Contract Award Requirements**

### 4.1 Award of Contract

The award will be made by the City to the Respondent submitting the acceptable proposal which is in the best interests of the City. In determining the acceptable response, the City will take into account those factors indicated in Sections 1.5 and 3.2. The City reserves the right to waive informalities or irregularities in the proposals. Determination of the acceptable response and award may be subject to review and determination by the City as to the legal sufficiency of any response submitted.

## EXHIBIT A

### JANITORIAL SERVICE AGREEMENT

#### Performance Requirements

Contractor will be required to perform routine cleaning five (5) days per week in all areas, excluding holidays observed by the State of Oregon, and shall include the daily, weekly, monthly, quarterly, three times per year and semiannual services established by these specifications.

All janitorial personnel having access to any state office shall be subject to security check by the State. The State reserves the right to reject any janitorial employee who has not been checked or received clearance.

#### Daily Services

1. Keep all outside doors and windows locked while working in and about the office or building area.
2. Dustless sweep all resilient floors.
3. Wet mop resilient floors in heavy traffic areas during wet season.
4. Vacuum carpet and spot clean carpet where necessary.
5. Kitchens and Entry:
  - a. Damp mop entry and kitchen area;
  - b. Wash tables and counter tops in kitchens and coffee rooms;
  - c. Spot mop coffee stains and other spillage throughout the area.
6. Remove all fingerprints from door glass, mirrors, push plates, push bars, handrails, etc.
7. Clean all restroom floors and damp mop with neutral disinfectant cleaner.
8. Clean and disinfect all drinking fountains, wash basins, toilet seats and urinals.
9. Clean and polish all mirrors, chrome plumbing connections and restroom hardware.
10. Replenish toilet tissue, hand soap, paper towels, and seat covers.
11. Empty all individual wastebaskets, and gather all waste material and place in container provided, segregating trash and recyclable materials into separate containers where required.
12. Wipe out wastebaskets, and install plastic liners where required.

13. Remove dust from office furniture, file cabinet tops, fixtures, window sills, counters and ledges to arms' length.
14. Maintain janitorial closets or janitorial storage area in a clean and orderly fashion at all times. Assure basic equipment and supplies are available in janitorial storage area for emergency cleanup use by staff during working hours.
15. Sweep outside front, rear and side entrance and exit areas.
16. Submit a written report to the designated contact individual whenever an unusual occurrence, malfunction, or property damage is noted.
17. Take following actions when departing the building upon completion of cleaning process:
  - a. Ascertain that all exterior windows and all interior security areas are locked.
  - b. Extinguish all lights except for exit signs and night lights.
  - c. Lock and double check all exterior doors upon final departure.
18. Clean front entrance glass inside and out.
19. Wash all counter tops and table tops in general work areas, i.e., lobby, reception, waiting, etc.

#### Weekly Services

1. Clean and polish resilient floors in heavy traffic lanes. Apply wax if necessary, utilizing only non-skid wax.
2. Clean and polish metal hardware throughout the area.
3. Vacuum thoroughly all carpeted floors.
4. Spot clean finger marks from woodwork and walls.
5. Spot clean restroom partitions and walls.

#### Monthly Services

1. Clean and maintain, wax and polish all resilient floors.
2. Clean and shampoo all carpeting in heavy traffic areas with approved cleaning compound or solutions.
3. Wash and disinfect all restroom partitions and wainscoting.

4. Wash all partition glass.
5. Vacuum all upholstered furniture and clean all waiting room furniture.
6. Dust all vertical surfaces of office furniture, equipment and fixtures accessible without use of a ladder.

#### Quarterly Services

1. Clean, strip old wax, apply new wax, and buff all resilient floors.
2. Vacuum Venetian blinds or other window coverings and light fixtures and window seals.
3. Wash and disinfect all walls and stalls in restrooms.
4. Clean and disinfect garbage cans and other large waste receptacles.
5. Clean all louvers and vents for heating-cooling system.

#### Three Times Per Year Services

1. Wash all interior windows, work to be completed during the months of January, May, and September.

#### Semi-Annual Services

To be performed two times each year, once in March and once in September or as indicated:

1. Wash all light fixture covers and reflectors.
2. Once in January and once in July professionally clean and shampoo carpeting in heavy traffic areas. (High traffic areas include: visitation rooms/playrooms/lobbies, meeting rooms/conference rooms/hallways/aisles and if applicable, elevator car(s).) Contractor shall use only environmentally friendly cleaning products and shall follow all manufacturers' instructions.
3. Once in April and once in October professionally clean and shampoo ALL carpeting with environmentally friendly cleaning compound or solution. NOTE: Coordinate the exact date with the DHS Building Contact.