

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 94-43

Authorizing the issuance of a Request for Proposal to provide janitorial services at the Portland Metropolitan Exposition Center (Expo).

The Metropolitan Exposition-Recreation Commission finds:

1. That an agreement to provide janitorial services at the Expo will expire September 30, 1994;
2. That janitorial services provided by a service contractor are in the best interest of MERC;
3. That MERC is authorized by the Intergovernmental Agreement between Multnomah County and Metro to authorize and administer such proposals and agreements;

BE IT THEREFOR RESOLVED that the Commission authorizes the issuance of a Request for Proposal to provide janitorial services at the Expo.


Passed by the Commission on August 10, 1994.

APPROVED AS TO FORM:


Daniel B. Cooper, General Counsel


Chair

8-10-94
Date


By: Daniel B. Cooper
General Counsel

8-10-94
Date


Secretary/Treasurer

8-10-94
Date

MERC STAFF REPORT

Agenda Item/Issue: Request for Proposals to provide janitorial services at the Portland Metropolitan Exposition Center

Resolution No.: 94-43

Date: August 10, 1994

Presented by: Chris Bailey

Background and Analysis: In June 1991, Multnomah County entered into a three year agreement with Mr. C's Janitorial Service to provide janitorial services at the Expo; this agreement expired June 30, 1994. Concurrent with its expiration, a ninety-day extension ending no later than September 30, 1994 was authorized by the General Manager.

Prior to the transfer of Expo management and operation from Multnomah County to MERC, and principally based upon budget information provided by the County, staff anticipated that janitorial services would be provided by full-time MERC personnel beginning July 1, 1994. During the current transitional period, however, staff has had the opportunity to review and monitor actual expenditures which clearly favor securing a contracted janitorial service.

Fiscal Impact: Fiscal year 93/94 represented approximately \$60,000 in service cost and 1994/95 is budgeted at \$65,000. Conversely, however, two full-time MERC staff with benefits and cleaning equipment would conservatively approximate \$120,000.

Recommendation: Staff recommends that MERC approve the Request for Proposal to secure janitorial services at the Expo.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

JANITORIAL SERVICES FOR

METRO E-R COMMISSION FACILITY

Portland Metropolitan Exposition Center

**Proposals Due 4:00 p.m., August 31, 1994
REQUEST FOR PROPOSALS**

The Metropolitan Exposition-Recreation Commission (MERC) is soliciting written proposals to be submitted no later than August 31, 1994, 4:00 p.m., PDT. Proposals received after the deadline will not be considered. Requirements and procedures for submitting proposals and of the services being sought are described in detail in a formal request for proposals (RFP) available from Christopher W. Bailey, Portland Metropolitan Exposition Center, (503) 285-7756, 2060 North Marine Drive, Portland, Oregon 97217.

Four (4) copies of the proposal must be delivered or mailed to the Portland Metropolitan Exposition Center, 2060 North Marine Drive, Portland, Oregon 97217 to arrive no later than August 31, 1994, 4:00 p.m., PDT. Proposers will be required to comply with the MERC MBE/WBE First Opportunity Employment Target Area Program and the laws of the State of Oregon as related to public contracts.

A Janitorial Services Agreement, effective on or about October 1, 1994, between MERC and the selected proposer is anticipated to result from the selection process. MERC reserves the right to reject any or all proposals for cause upon finding that it is in the public interest to do so.

**METROPOLITAN EXPOSITION-RECREATION COMMISSION
METRO E-R COMMISSION FACILITIES**

Portland Metropolitan Exposition Center

JANITORIAL SERVICES

The Metropolitan Exposition-Recreation Commission (MERC) is soliciting written proposals to provide janitorial services at the Portland Metropolitan Exposition Center for an approximate period of nine (9) months with two (2) one-year options. Proposals are due no later than August 31, 1994, 4:00p.m., PDT. Proposals received after the deadline will not be considered.

Requirements are procedures for submitting proposals and of the services being sought are described in detail in the attached Request for Proposals (RFP).

An pre-proposal inspection tour of the facility is scheduled for August 22, 1994, 10:00 a.m., PDT. Submitting of a proposal shall constitute confirmation that the proposer has determined to their own satisfaction the nature and extent of services required under the agreement.

REQUEST FOR PROPOSAL
Janitorial Services, Portland Metropolitan Exposition Center

INSTRUCTIONS TO PROPOSERS

INSPECTION OF FACILITIES

An inspection tour of the facility is scheduled for Monday, August 22, 1994 at 10:00 a.m.

Each proposer shall, from this inspection and the accompanying specifications, determine to his own satisfaction the nature and extent of the services required. There is no expressed or implied agreement or warranty that the nature and extent of services are completely accurate as indicated herein. The proposer must take into consideration the possibility that the nature and extent of services may vary from that indicated herein.

The submitting of a proposal shall constitute confirmation that the proposer has determined to his own satisfaction, considering the above information, the nature and extent of services required under the contract.

Any questions relating to attendance of the inspection should be directed to:

Christopher W. Bailey, Manager
Portland Metropolitan Exposition Center
Telephone: 285-7756

COMPLETION OF FORMS

The proposer must submit his proposal on Attachments "A" through "D" hereof. The blank spaces must be completed in accordance with the apparent intent. **THE SIGNATURE OF THE PROPOSER SUPPORTING THE PROPOSAL MUST APPEAR IN THE SPACE PROVIDED FOR THIS PURPOSE.**

TIME AND PLACE OF RECEIVING PROPOSALS

Four (4) copies of the proposal must be received by the Portland Metropolitan Exposition Center Administrative Office at 2060 North Marine Drive, Portland, Oregon 97217 no later than 4:00 p.m., PST, Wednesday, August 31, 1994.

ORGANIZATION

Proposer shall state in his proposal whether he is doing business as an individual, a partnership, or a corporation and, if incorporated, in what State; if a partnership, shall give the name of all partners. The person signing on behalf of the corporation or partnership shall state his position with the firm or corporation and shall state whether the corporation is licensed with the Oregon State Corporation Commissioner to do business in the State of Oregon. See, Attachment "D".

PROPOSAL PRICES TO COVER ENTIRE WORK

Proposer must include in their proposal the entire cost of the work set forth in these specifications and in the proposal, and it is understood and agreed that there is included in the total proposal the entire cost of materials to be supplied by Contractor and labor to Metropolitan Exposition Recreation Commission (MERC) for completion of the work specified.

EXPERIENCE

Each proposer shall submit with this proposal a supportive written record of similar scope and experience. Use the Proposer Reference and Work Experience Forms included as Attachment "A". This record will be a factor in determining the responsiveness of the proposal. Failure to submit the record will be cause for rejection of the proposal.

CLARIFICATION OF SPECIFICATIONS

Any vendor requiring further clarification of the information contained herein, must submit specific questions in writing to:

Christopher W. Bailey, Manager
Portland Metropolitan Exposition Center
2060 North Marine Drive
Portland, Oregon 97217
(503) 285-7756
FAX (503) 285-7759

A written response will be provided addressing questions associated with this RFP copies of which will be sent to all vendors in receipt of this proposal.

METHOD OF AWARD

Award will be made to the proposer meeting all the requirements, submission of required statements and the lowest responsive proposal as determined by the total dollar proposal stated on Attachment "C" as "Total of Items 1, 2 and 3". The award will be made on an all-or-nothing basis. MERC expressly reserves the right to reject any or all proposals.

CANCELLATION

MERC reserves the right to cancel award of this contract at any time prior to full execution of the contract, if the cancellation is deemed to be in the best interest of MERC. In no event shall MERC have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

MINIMUM REQUIREMENTS

To be considered responsive, each proposer MUST completely respond to the following minimum requirements, stating how they meet each requirement. Any proposal which does not fully and completely comply with these requirements WILL be rejected as non-responsive. State how you meet each requirement on Attachment "A".

1. Each proposer MUST provide supportive references from three (3) companies for the cleaning of a facility and service requirements, as stated in this proposal. List only facilities where you have worked twelve (12) months or longer.
2. Proposer MUST have cleaned floor space equivalent to 60,000 square feet or larger.
3. Proposers MUST submit proof of insurance, as detailed on pages 5 & 6, for not less than \$1,000,000 or provide written evidence from insurance carrier that this insurance can be obtained if awarded a contract.
4. Proposers MUST own or have ability to purchase the following equipment and be experienced in the operation of all equipment:
 1. Pressure washer and/or steam cleaner;
 2. Wet-dry vacuum cleaner(s); and
 3. Scrubber and sweeper, riding model with the capacity to clean up to 40,000 square feet per hour.
5. Equipment owned, leased, or rented must be listed on Attachment "B".
6. Proposer must clearly state method and/or procedures to provide 24 hour emergency response capability and provide an on-site field supervisor.

Proposers MUST have the following work experience:

1. Cleaning wood, concrete and asphalt floors.
2. Knowledge and experience in the use of cleaning and sealing chemicals

3. Experience with water extraction.
4. Experience operating riding scrubber, sweeper and forklift.

Your work experience for each of the above requirements must be listed on Attachment "A" and "B".

GENERAL SPECIFICATIONS

SCOPE

This proposal is for on-going janitorial services for the Portland Metropolitan Exposition Center, as indicated in the specifications, the sample schedule of events, and during the inspection tour.

The Contractor shall furnish all equipment, materials and services necessary to satisfactorily perform the janitorial duties specified in the manner and at the frequencies set forth in the following specifications. The premises shall be maintained in a neat, clean, orderly manner.

SUPERVISION

The successful Contractor shall be responsible for the direct on-site inspection of the janitorial staff custodians through its designated representative, and such representative shall be available at reasonable times to report to and confer with agents of the Portland Metropolitan Exposition Center with respect to services. The telephone number of the responsible supervisor shall be provided to the Portland Metropolitan Exposition Center for daily and emergency and/or non-routine service.

INSPECTION

A representative of the successful proposer shall make an inspection of all work done at regular intervals. Such inspection shall be made by a representative of the Contractor who is thoroughly familiar with all the services specified. A representative of the Portland

Metropolitan Exposition Center and a representative of the Contractor shall make periodic inspections together and any variations from the terms or the specifications shall be corrected. Failure to correct the continued variation within a seven (7) day period shall be cause for contract termination.

INDEMNITY/HOLD HARMLESS

Contractor agrees to defend, indemnify, and hold harmless Multnomah County, Metro, the Metropolitan Exposition-Recreation Commission and their respective members, officers, directors, elected or appointed officials, agents and employees from and against any and all

liabilities, damages, actions, costs, losses, claims and expenses (including attorney fees), including claims of employees, contractors, subcontractors, guests, and express or implied invitees of Licensee, arising out of or in any way related to activities conducted by the Licensee, its agents, employees, members, patrons, guests, express or implied invitees, or exhibitors, including claims based on whole or in part upon negligence of Commission or others.

INSURANCE

Comprehensive or Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided under this contract plus products/completed operations liability. Combined single limit per occurrence shall not be less than \$500,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable.

Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, commercial automobile liability insurance. Combined single limit per occurrence shall not be less than \$1 million.

Worker's Compensation. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

Additional Insured. The liability insurance coverage, except Professional Liability, if included, required for performance of this contract shall include, by endorsement, Multnomah County, Metro and the Metropolitan Exposition-Recreation Commission (MERC) and their officers, employees, agents and members as Additional Insureds, but only with respect to the Contractor's activities to be performed under this contract. No changes or cancellation can be made without 30 days prior written notice to MERC.

State Law Compliance. The Contract agrees to make payment promptly as due to all persons supplying such Contractor with labor or materials for the prosecution of the work provided for in this contract, and the said Contractor will not permit any lien or claim to be filed or prosecuted against MERC on account of any labor or material furnished, and agrees further that no person shall be employed in case of necessity or emergency, or where the public policy absolutely requires it, and in such case to pay wages in accordance with the provisions to ORS 279.334 and ORS 279.338, where applicable.

The Contractor agrees that should the Contractor fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said Contractor or a subcontractor, fail, neglect, or refuse to make all contributions or amounts due, the State Industrial Accident Fund or to the State Unemployment Compensation Fund, and all sums withheld from employees due the State Department of Revenue, then and in such event the said Metropolitan Exposition-Recreation Commission (MERC) and the other proper officers representing said MERC may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Unemployment Compensation or to the State Department of Revenue and charge the amount thereof against funds due or to become due said Contractor by reason of his said contract, but payment of such claims in the manner herein authorized shall not relieve the Contractor of his surety from his or its obligation with respect to any unpaid claims.

The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical or hospital care other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the said Contractor may or shall have deducted from the wages of his/her employees of such services.

Dishonesty Insurance

Contractor shall purchase and maintain bonding on all employees covering dishonest acts in the amount of \$500,000. Certification of such insurance shall be provided to MERC prior to work starting.

TERM OF AGREEMENT

The time period for this agreement shall be from date of it's execution through and including June 30, 1995. Upon agreement by both parties, agreement may be renewed for two (2) one (1) year periods. This agreement may be terminated at any time with cause by MERC, or by either party, upon giving not less than thirty (30) days written notice of termination to the other party.

In the event the successful Contractor fails to comply with the terms and conditions of the agreement, MERC reserves the right to demand remedy of any failure or any fault within seven (7) days, and if the successful Contractor fails to remedy the fault or failure within seven (7) days, MERC shall have the right to cancel and terminate the agreement without additional notification.

NOTICES

All notices relative to this agreement shall be in writing and shall be mailed by certified mail or delivered in person to the Commission or the Contractor. Said notices shall be addressed to the following:

Contractor

Commission

General Manager
Metropolitan Exposition-
Recreation Commission
P.O. Box 2746
Portland, Oregon 97208

With a copy to:

General Counsel
Metro
600 NE Grand Avenue
Portland, Oregon 97232-2736

This agreement is made in accordance with the laws of the State of Oregon, which shall be controlling in any dispute which arises under this agreement.

VALIDITY PERIOD AND AUTHORITY

Proposals shall be considered valid for a period of sixty (60) 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 the company contracted during the period in which the proposal will be evaluated.

EMPLOYMENT STANDARDS

Contractor and their employees will be competent, orderly and will keep themselves neat and clean and accord professional, courteous and competent treatment and service to all staff, licensees, patrons, sub-contractors and exhibitors of the Expo. Whenever the Commission notifies the Contractor that any individual is deemed by it to be incompetent, disorderly or unsatisfactory, the Contractor and MERC will investigate the matter thoroughly, and if good cause, as determined by MERC exists, the Contractor shall not allow such person to continue working at the Expo, provided, however, that such ban is not in violation of any outstanding collective bargaining agreements that may be entered into between the Contractor and a union or any Oregon or Federal employment law or regulations.

ASSIGNMENT/SUBCONTRACTING

Both parties fully understand and agree that the janitorial services for the Commission facilities are of paramount importance and that this agreement would not be entered into by the Commission except for its confidence in, and assurances provided for, the character, management abilities and financial stability of the Contractor. The Contractor, therefore, shall not sell, assign, sublet, transfer or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer or any other encumbrance to occur by operation of law or otherwise without the prior consent of the Commission at the commission's sole discretion. The parties agree, further, that any occurrence, whether within or beyond the control of Contractor, which renders Contractor incapable of performing all duties required hereunder shall constitute a material breach hereunder and shall give the commission the option of terminating this agreement.

NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin. The Proposer will take affirmative action to assure that applicants are hired and that employees are treated equally without regard to race, color, religion, gender or national origin. Such affirmative action shall include, but not be limited to, the following:

Employment upgrading; demotion or transfer; recruitment advertising; lay-offs or termination; compensation; selection for training.

MBE/WBE PROGRAM REQUIREMENTS

MERC is committed to provide maximum opportunities to State of Oregon certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in contracting activities. In the procurement of any subconsultants and subcontracting that may result from contract award the Proposer will be required to meet the requirements of the Metropolitan Exposition-Recreation Commission's MBE/WBE Business Utilization Program as contained in the MERC's Purchasing Policies.

The MERC prohibits any sub-consultant or subcontractor selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a sub-consultant, the prime proposer shall not sign up a sub-consultant on an exclusive basis. The producer must assume responsibility for any sub-consultant work and be responsible for the day-to day direction and internal management of the producer's efforts.

The MERC reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this agreement and the MERC's MBE/WBE Business Utilization Program.

Proposer's failure to comply with the requirements of the MERC's MBE/WBE Business Utilization Program will constitute a non-responsive proposal and will not be considered. Failure on the part of the Contractor to carry out the applicable provision of the program shall constitute a breach of contract, and, after notification by MERC, may result in termination or such other remedy as the MERC deems appropriate.

MERC FIRST OPPORTUNITY TARGET AREA DESIGNATION AND DEFINITION

Proposers shall, consistent with Oregon law and policies adopted by MERC, pursue a policy of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the vicinity of the Oregon Convention Center and Portland Memorial Coliseum. Proposers must also cooperate, to the maximum extent possible, with local job training and economic development agencies to identify, solicit, assist and, if necessary, train such persons to qualify for and receive employment with Proposers. Also, Proposers must document and report to MERC every six months on the implementation of these requirements.

MERC First Opportunity Target Area:

North Boundary:	Columbia Boulevard
East Boundary:	42nd Avenue
South Boundary	Banfield/I-84 Freeway
North Boundary:	Chautaugua Avenue to Willamette Blvd. to include Columbia Villa by designation [Portsmouth & Willis]; Willamette River and Greeley Avenue to Albina Community. (Map of First Opportunity Area available upon request)

Qualified Applicants:

Applicants who meet the Proposer's minimum requirements for education, experience, and skills or who are able to meet these requirements within a reasonable time period (as negotiated with the Bidder) with training provided by the Proposer or by a provider.

Economically Disadvantaged:

A resident of the target area who is unemployed and/or whose immediate income is less than the median income in the target area. This definition includes an annualization of income; current income if employed or previous twelve months if unemployed.

PROPOSALS SHALL CONTAIN A STATEMENT CONFIRMING THE PROPOSER'S COMMITMENT TO AFFORD FIRST OPPORTUNITY EMPLOYMENT OPPORTUNITY TO RESIDENTS OF THE TARGET AREA.

SECURITY

Any disclosure or removal of any matter and/or property on the part of the successful Contractor shall be cause for immediate cancellation of the agreement. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against MERC as a result of the successful contractor's willful or negligent release of information, documents, or property contained in the building shall be borne by the successful proposer.

IDENTIFICATION OF EMPLOYEES

Successful Contractor will provide uniforms and identification of its employees; all employees must wear uniforms at all times while in the building, so that each is readily identifiable. All successful Contractor personnel will be clean and neat at all times. Minimum requirement of a uniform will be a shirt with company logo or name.

SPECIFICATIONS

NATURE AND EXTENT OF SERVICES

The Exposition Center, because it is used for public shows, meetings and other activities, has special requirements for janitorial services. Rather than daily janitorial services, the need is for cleaning services before, during and after scheduled events at the facility. These events occur at various times throughout the year, with the most activity during winter, spring and fall months, and less during the summer.

The work specified is called for on a requirements basis, as needed and determined by the schedule of events at the facility. Approximately 90% of the work will be scheduled and requested at least four (4) weeks in advance. The remainder is on-call as requested, with reasonable lead time.

EXCEPTION CLEANING SERVICE

The successful Contractor may occasionally be required to perform cleaning services on an exception basis for items or areas not covered by the Sample Schedule of Events. Such services will be requested by the Expo Operations Manager on an individual basis, and shall be billed separately on a monthly basis as applicable. The successful proposer shall specify a dollar cost per man hour for exception cleaning services in the space provided on Attachment "C". Exception cleaning is not a part of the total proposal, and will only be used in the event of a tie proposal.

MATERIALS AND SUPPLIES

All materials and supplies required to perform the services specified, which do not appear on the list of materials supplied by MERC, shall be supplied by the successful Contractor.

MERC may, during the term of the agreement, specify various items to be supplied by the successful Contractor, upon mutual agreement.

MERC requires current material safety data sheets (MSDS) for all chemicals being used on-site at the Exposition Center. The Contractor will provide MSDS and product labels to the Exposition Center Office prior to the use of any chemicals. Upon request of the Exposition Center, The Contractor will provide yearly, updated product information and MSDS for all chemicals being used.

LIST OF MATERIALS SUPPLIED BY THE MERC

Paper Towels	Roll Towels
Toilet Paper	Hand Soap
Liners, Waste Basket/Garbage Can	

INCREASE OR DECREASE IN SERVICE

During the term of this agreement, MERC shall have the option to increase or decrease the amount of space to be serviced or the amount of service to be performed under this agreement. The rate for such increase or decrease shall be adjusted upon mutual agreement of the parties.

In the event that the parties cannot agree upon a rate for said increase or decrease in service, the agreement may be terminated by either party upon thirty (30) days written notice.

EQUIVALENT PRODUCTS

Products, brands or models, if stated or implied by the specifications, indicate type, design and quality desired, and shall not restrict proposer to one manufacturer. Products which meet or exceed specification requirements for design, quality and functional utility will be considered.

If proposal includes an equivalent item, proposer must include descriptive information brochure and/or specifications sufficient for MERC to make a determination as to equivalency.

Any variations from specifications or equivalent products must be itemized.

EQUIVALENT PRODUCT - SUBSTITUTION PROCEDURES

- A. Format: Substitution requests will be considered only if they are prepared on a copy of the "Equivalent Products Substitution Request Form." A copy is included. (Page 13)
- B. Supporting Data: Submitting a separate request for each product, supported with complete data, labels and samples, as appropriate.

SUBSTITUTION REQUESTS POST-AWARD

- A. Consideration: Requests for substitution of specified products after the agreement is signed will be considered only for the following reasons:
 - 1. Expo request;
 - 2. Reduction in contract time or contract sum;
 - 3. Specified product is no longer available from any source;
 - 4. Specified product would cause significant delay in service.
- B. Submittal: Submit requests on a copy of "Equivalent Products Substitution Form: (Page 13)
- C. Acceptance: If the proposer complies with the requirements of this Section and in MERC's opinion the proposed product is acceptable in lieu of one or more specified, the Manager will issue an Addendum where contract sum or time are affected or given written authorization where contract sum or time is not affected.

APPROVED PRODUCTS LIST

- A. Concrete Sealers: Spartan Straight Seal. An Equal Brand must be a clear sealer with no solvent odor, long lasting, and less than 48-hour curing.
- B. Floor Cleaners: Jubilation Natural Degreaser and/or SNB130. Equal Brand must be non-solvent based degreaser, non-dulling, and unscented.
- C. Bowl Cleaner: NABC Spartan. Equal Brand must clean, disinfect, deodorize, be non-acid and non-alkaline, and have HIV-1 certification.

EQUIVALENT PRODUCT SUBSTITUTION REQUEST FORM

Proposal Title: _____

We hereby submit for your consideration the following product instead of the specified item for the above service:

Specified item: _____

Proposed Substitution: _____

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Specifications which proposed substitution will require for its proper use.

Fill in Blanks Below:

A. Does the substitution require material safety data sheets?

B. Will the undersigned pay for any damages caused by the requested substitution?

C. Differences between proposed substitution and specified item?

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item:

Submitted by:

Signature

Firm

Address

Date

Telephone

Office Use Only

☐ Accepted ☐ Accepted As Noted

☐ Not Accepted

By _____

Date _____

Remarks _____

GENERAL NOTATIONS

1. Successful proposer shall not operate or adjust the setting of any of the heating, ventilating, or air conditioning systems in this facility without written approval of the Expo Operations Manager.
2. Successful proposer shall leave only designated lights on, and shall check windows and doors for security upon completion of custodial work.
3. Successful proposer shall learn and carefully operate building security.
4. Successful proposer shall promptly report any damaged or broken plumbing, glass, light fixtures, furniture, and lavatory fixtures to the Expo Operations Manager.
5. Successful proposer shall order needed supplies through the Expo Operations Manager, 285-7756, allowing three (3) weeks lead time so supplies do not run out.
6. Successful proposer shall promptly report any unusual security problems to the Expo Operations Manager.
7. Successful proposer shall use designated closets and areas for storage of equipment and supplies.
8. Successful proposer shall not permit visitors and/or young children inside buildings during maintenance times.

PORTLAND METROPOLITAN EXPOSITION CENTER

SAMPLE SCHEDULE OF EVENTS

1994

DATE

EVENTS

January

8-16	Portland Boat Show
18-19	Multnomah County/Don Winkley
20-23	All Breed Dog Show
25-27	NW Agriculture Show
29	Race Car Sale & Swap Meet

February

4-6	Rose City Gun Collectors
4-6	Super Sales
5-6	Quality Doll & Teddy Bear Sale
9-13	Pacific NW Sportsmen's Show
19-20	Entrepreneur Show
23-27	Portland Home & Garden Show
26	Great Northwest Chili Cookoff

March

4-6	Antique & Collectible Sale
9-13	RV Show of Shows
18-20	Ceramic Assoc Show and Sale
18-20	NW Trailer Parts
26-27	Rose City Gun Collectors
30-31	Auction (Farm Equipment)

April

9-10	Portland Swap Meet
16-17	Computer Liquidation Sale
22-24	Rose City Gun Collectors Show
29-30	Home Show
30	Eddie Santiago Latin Dance

May

1	Home Show
4	Portland Ice Skating Show
13-14	Salesfest (United Grocers)
14-15	National Franchise & Bus. Opp. Show
20-22	Stereo Warehouse Sale
28	Downs-Evans Wedding Reception
28-29	Rip City Cat Show

June

14	City of Portland Parking Patrol
18-19	Rose City Gun Show
25-26	Stander Market Research

July

1-3	Indian Arts & Crafts Show
10	All Breed Dog Show
15-17	Antique & Collectible Sale
27-31	Multnomah County Fair

August

19-21	NMRA Train Show
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September

9-11	Rose City Gun Show
10-11	Rose City All Breed Cat Show
10-11	Entrepreneur Show
14-18	Portland Fall RV and Van Show
23-25	NPRA Rodeo Finals & Frontier Days
24-25	Cash & Carry Food Expo
28-30	Fall Home & Garden Show

October

1-2	Fall Home & Garden Show
4-6	1994 Portland International Exposition
7-9	Fall Boat Sale
15-16	NWCC Car Show & Swap Meet
21-24	Stereo Sales
28-30	Antique and Collectible Sale

November

3-6	Catlin Gabel Rummage Sale
4-6	1994 Ski Show
9-13	Autumn RV Show of Shows
18-20	Rose City Gun Show
18-20	Oregon Woodworking Show
19-20	Quality Doll & Teddy Bear Sale
25-27	Christmas Bazaar

December

2-4	Christmas Bazaar
10-11	All Breed Dog Show
17-18	Rose City Gun Show

EXPOSITION CENTER

CLEANING SCHEDULE

The following items explained in detail at the pre-proposal walk-through inspection tour, summarize the janitorial services called for by these specifications:

ITEM 1

Full Exhibit Halls A, B, C, including Link Building, South, West, East, Main Lobby and Washroom Clean-up scheduled before and after show. Some shows require pickup and removal of sand and barkdust.

- A. Trash picked up and compacted (can liners supplied by Expo)
- B. Trash cans scrubbed at the end of each show. Place all garbage cans as show setup dictates. (Replace liners as needed)
- C. Sweep and scrub all aisles and areas not occupied as a vendor booth space. (Dust, mop, sweep and scrub)
- D. Clean & vacuum lobby carpet.
- E. Operate forklift, sweeper and scrubber in performance of duties.
- F. Dump outside dump boxes.
- G. In all restrooms: clean fixtures, wet mop, sanitize urinals and commodes, stock tissue dispensers and clean mirrors. Clean all sinks, deep sinks and custodial closets.
- H. Clean and disinfect all drinking fountains.

The successful proposer may be required to provide service for all Exhibit Halls and washrooms or for any one area or combination of areas. Due to show schedules, some shows will require back-to-back cleaning, with as little as eight (8) hours turnaround. No blowers will be allowed inside building for purpose of cleaning.

ITEM 2

Nightly clean up during shows.

- A. Sweep and scrub all aisles and areas not occupied as a vendor booth space.

- B. Restock tissue dispensers.
- C. Empty all trash cans. (Replace all waste can liners as needed)
- D. Trash picked up and put in compactor.
- E. Clean and vacuum lobby carpet, spot cleaning and scrubbing as needed.
- F. In all restrooms: clean fixtures, wet mop, sanitize urinals and commodes, stock tissue dispensers and clean mirrors. Clean sinks, deep sinks and custodial closets.
- G. Place chairs on tables in Deli area and sweep and mop all floor areas. Reset chairs when cleaning is complete.
- H. Dump dumpsters inside and out.
- I. Operate forklift, sweeper, and scrubber in performance of duties.

No blowers will be allowed inside building for purpose of cleaning.

ITEM 3

Yearly service.

Seal all concrete floors with approved sealer -- approximately 86,000 square feet.

ITEM 4

Exception Cleaning Service

Hourly rates for services not provided for in items 1,2 and 3.

ATTACHMENT "A"

PROPOSER REFERENCE AND WORK EXPERIENCE FORM

(Note: Failure to complete information shall be cause for rejection)

1. Business Name _____
2. Owner Name _____
3. Business Address _____
4. Business Telephone No. Daytime: _____ Evenings/Weekends _____
5. Field Supervisor _____ Phone #: _____
6. Number of Employees _____
7. Date Business Established _____

ALL REFERENCES WILL BE VERIFIED

8. Supportive References of Similar Scope:

A. Name of Company Served _____

Address _____

Representative to Contact _____ Phone #: _____

Type of Building Served:

Office _____ (Sq. Ft)
Warehouse _____ (Sq. Ft)
Commercial _____ (Sq. Ft)
Factory _____ (Sq. Ft)
Open Space _____ (Sq. Ft)

Length and Dates of Service _____

ATTACHMENT "A", CON'T

Type of Service Provided:

Cleaning _____
Window Washing _____
Restroom Sanitation _____
Floor Sealing _____

B. Name of Company Served _____

Address _____

Representative to Contact _____ **Phone#** _____

Type of Building Served: Office _____ (Sq. Ft.)
Warehouse _____ (Sq. Ft.)
Commercial _____ (Sq. Ft.)
Factory _____ (Sq. Ft.)
Open Space _____ (Sq. Ft.)

Length and Dates of Service _____

Type of Service Provided:

Cleaning _____
Window Washing _____
Restroom Sanitation _____
Floor Sealing _____

C. Name of Company Served _____

Address _____

Representative to Contact _____ **Phone#** _____

ATTACHMENT "A", CON'T

Type of Building Served: Office _____ (Sq. Ft.)
Warehouse _____ (Sq. Ft.)
Commercial _____ (Sq. Ft.)
Factory _____ (Sq. Ft.)
Open Space _____ (Sq. Ft.)

Length and Dates of Service _____

Type of Service Provided

Cleaning _____
Window Washing _____
Restroom Sanitation _____
Floor Sealing _____

WORK EXPERIENCE

All Work Experience Listed Will Be Verified

1. List the method and equipment used to clean the following type of surfaces:

- A. Asphalt: _____

- B. Concrete: _____

- C. Wood: _____

ATTACHMENT "A", CON'T

2. List the brand of chemicals, the method and equipment used for the following:

A. Concrete Sealers: Equal in performance to Spartan Straight Seal.

B. Floor Cleaners: Equal in performance to SNB 130.

C. Bowl Cleaner: Equal in performance to NABC by Spartan.

ATTACHMENT "B"

EQUIPMENT LIST

1. State below equipment owned, leased or rented by type.

Pressure Washer/Steam Cleaner

Manufacturer _____ Model # _____

Wet-Dry Vacuum Cleaner(s)

Manufacturer _____ Model # _____

Scrubber and Sweeper

Manufacturer _____ Model # _____

Carpet Extractor

Manufacturer _____ Model # _____

Vacuum

Manufacturer _____ Model # _____

2. List the name of the company you serviced, their phone number, a contact name, the equipment and method used to extract water: _____

3. List the name of the company you serviced, their phone number, a contact name, the manufacturer of the riding scrubber, sweeper and forklift operated:

A. Riding Scrubber: _____

ATTACHMENT "B", CON'T

B. Sweeper: _____

C. Forklift: _____

ATTACHMENT "C"

INSTRUCTIONS

The Proposed Sheet calls for proposals for specific building areas and type of services required. Each item here corresponds to the like numbered item on the Cleaning Schedule, Page 18. The proposal amount of each item must be the "per cleaning" cost for performing that group of services. "Per cleaning" costs are to be multiplied by estimated cleanings per year for a total per year cost. All services include dumping garbage and washing containers inside and outside, as required.

<u>ITEM</u>	<u>COST PER CLEANING</u>	<u>ESTIMATED CLEANINGS PER YEAR</u>	<u>COST PER YEAR</u>
1. Full Clean-up: performed the night prior to show opening and after show closes			
A. Full Expo Center Exhibit Area (Exhibit Halls A, B, C, including West Hall, East Hall, South Hall, Main Lobby, and all Washrooms)	\$ _____	(32)	\$ _____
B. Exhibit Hall A including Main Lobby and Washrooms	\$ _____	(26)	\$ _____
C. Exhibit Hall B and Washrooms	\$ _____	(8)	\$ _____
D. Exhibit Hall C and Washrooms	\$ _____	(6)	\$ _____
E. West Hall and Washrooms	\$ _____	(5)	\$ _____
F. East Hall including Main Lobby and Washrooms	\$ _____	(4)	\$ _____
G. South Hall and Washrooms	\$ _____	(5)	\$ _____
2. Nightly Clean up During Shows:			
A. Full Exhibit Area (A, B, C, including Main Lobby, West, East and South Halls, Main Entrance and Washrooms)	\$ _____	(57)	\$ _____
B. Exhibit Hall A including Main Lobby and Washrooms	\$ _____	(26)	\$ _____

ATTACHMENT "C", CON'T

	<u>COST PER CLEANING</u>	<u>ESTIMATED CLEANINGS PER YEAR</u>	<u>COST PER YEAR</u>
C. Exhibit Hall B and Washrooms	\$ _____	(8)	\$ _____
D. Exhibit Hall C and Washrooms	\$ _____	(6)	\$ _____
E. West Hall and Washrooms	\$ _____	(5)	\$ _____
F. East Hall and Washrooms	\$ _____	(4)	\$ _____
G. South Hall and Washrooms	\$ _____	(5)	\$ _____

	<u>COST PER SQ. FT.</u>	<u>SQUARE FOOTAGE</u>	<u>ESTIMATED COST PER YEAR</u>
3. Seal All Concrete Floors:	\$ _____	(86,000)	\$ _____

	<u>COST PER HOUR</u>
4. Exception Cleaning Service:	\$ _____

ATTACHMENT "D"

The party by whom this proposal is submitted, and by whom the contract will be entered into in case the award is made to him, is _____

_____ ("a corporation," "a partnership" or an "individual")
doing business at _____ (Street),
_____ (City and State),
which is the address that all communications concerned with this proposal and the agreement should be sent.

The name of the President, Treasurer and Manager of the proposing corporation, or the names and residences of all persons and parties interested in this proposal as partners or principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The name of the surety by which the surety bond covering the contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety: _____

Name of Agent: _____

Address: _____

JANITORIAL SERVICES AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 1994, by and between the Metropolitan Exposition-Recreation Commission ("MERC"/Commission) and _____, Contractor.

WITNESSETH

1. Agreement Documents

The entire Agreement documents consist of the Agreement, the Request for Proposal and Contractor's response to Request for Proposal. These documents form the Agreement and are, by this reference, expressly incorporated herein. All are as fully a part of the Agreement as if attached to this Agreement and repeated fully herein. No amendment made to this Agreement nor addendum issued shall be construed to release either party from any obligation contained in the Agreement documents except as specifically provided in any such amendment or addendum.

2. Scope

This Agreement is for on-going janitorial services for the Portland Metropolitan Exposition Center, as indicated in the specifications, the sample schedule of events, and during the inspection tour.

The Contractor shall furnish all equipment, materials and services necessary to satisfactorily perform the janitorial duties specified in the manner and at the frequencies set forth in the specifications. The premises shall be maintained in a neat, clean, orderly manner.

3. Term

The time period for this agreement shall be from date of its execution through and including June 30, 1995. Upon agreement by both parties, agreement may be renewed for two (2) one (1) year periods. This agreement may be terminated at any time with cause by MERC, or by either party, upon giving not less than thirty (30) days written notice of termination to the other party.

In the event the Contractor fails to comply with the terms and conditions of the agreement, MERC reserves the right to demand remedy of any failure or any fault within seven (7) days, and if the Contractor fails to remedy the fault or failure within seven (7) days, MERC shall have the right to cancel and terminate the agreement without additional notification.

4. Relationship of the Parties

The Commission and the Contractor have entered into this agreement for the purpose of establishing an independent contractor relationship between the Commission and the Contractor. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the Commission, its successors or assigns on the other part. It is further agreed that the Contractor will provide its own workers compensation insurance or self-insurance program as permitted under Oregon statutes.

5. Assignment/Subcontracting

Both parties fully understand and agree that the janitorial services for the Commission facilities are of paramount importance and that this agreement would not be entered into by the Commission except for its confidence in, and assurances provided for, the character, management abilities and financial stability of the Contractor. The Contractor, therefore, shall not sell, assign, sublet, transfer or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer or any other encumbrance to occur by operation of law or otherwise without the prior consent of the Commission at the commission's sole discretion. The parties agree, further, that any occurrence, whether within or beyond the control of Contractor, which renders Contractor incapable of performing all duties required hereunder shall constitute a material breach hereunder and shall give the commission the option of terminating this agreement.

6. Disadvantaged Business Program

- A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Proposal regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Agreement. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.
- B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.
- C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.
- D. The MERC reserves the rights, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

7. Insurance

Comprehensive or Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided under this contract plus products/completed operations liability. Combined single limit per occurrence shall not be less than \$500,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable.

Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, commercial automobile liability insurance. Combined single limit per occurrence shall not be less than \$1 million.

Worker's Compensation. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

Additional Insured. The liability insurance coverage, except Professional Liability, if included, required for performance of this contract shall include, by endorsement, Multnomah County, Metro and the Metropolitan Exposition-Recreation Commission (MERC) and their officers, employees, agents and members as Additional Insureds, but only with respect to the Contractor's activities to be performed under this contract. No changes or cancellation can be made without 30 days prior written notice to MERC.

State Law Compliance. The Contract agrees to make payment promptly as due to all persons supplying such Contractor with labor or materials for the prosecution of the work provided for in this contract, and the said Contractor will not permit any lien or claim to be filed or prosecuted against MERC on account of any labor or material furnished, and agrees further that no person shall be employed in case of necessity or emergency, or where the public policy absolutely requires it, and in such case to pay wages in accordance with the provisions to ORS 279.334 and ORS 279.338, where applicable.

The Contractor agrees that should the Contractor fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said Contractor or a subcontractor, fail, neglect, or refuse to make all contributions or amounts due, the State Industrial Accident Fund or to the State

Unemployment Compensation Fund, and all sums withheld from employees due the State Department of Revenue, then and in such event the said Metropolitan Exposition-Recreation Commission (MERC) and the other proper officers representing said MERC may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Unemployment Compensation or to the State Department of Revenue and charge the amount thereof against funds due or to become due said Contractor by reason of his said contract, but payment of such claims in the manner herein authorized shall not relieve the Contractor of his surety from his or its obligation with respect to any unpaid claims.

The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical or hospital care other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the said Contractor may or shall have deducted from the wages of his/her employees of such services.

Dishonesty Insurance

Contractor shall purchase and maintain bonding on all employees covering dishonest acts in the amount of \$500,000. Certification of such insurance shall be provided to MERC prior to work starting.

8. Indemnity/Hold Harmless

Contractor agrees to defend, indemnify, and hold harmless Multnomah County, Metro, the Metropolitan Exposition-Recreation Commission and their respective members; officers, directors, elected or appointed officials, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney fees), including claims of employees, contractors, subcontractors, guests, and express or implied invitees of Licensee, arising out of or in any way related to activities conducted by the Licensee, its agents, employees, members, patrons, guests, express or implied invitees, or exhibitors, including claims based on whole or in part upon negligence of Commission or others.

9. Termination

A. Termination for Material Breach: In the event that Contractor shall default in the obligations or conditions set forth in this and other paragraphs of this agreement, and such default shall continue unremedied and no action taken to correct for three (3) days after written notice of said default to the Contractor, thereupon, at Commission's option, this agreement may be terminated upon thirty (30) days written notice notwithstanding, nothing herein shall preclude the Commission or its agents from taking any immediate necessary action to remedy dangerous or unsafe condition regardless of the impact upon the Contractor. The parties agree that the Commission shall retain the right to determine whether any action or failure of Contractor constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

B. Termination for Loss of Essential Licenses-Extraordinary Breach: The parties agree that the loss by Contractor of any license or permit necessary to legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this agreement and shall be grounds for immediate termination by the Commission. This provision shall apply irrespective of the reason for loss or revocation of any necessary license or permit.

C. Termination for Unsatisfactory Performance: The parties agree that the Commission shall retain the right to demand performance which is in all ways satisfactory to it, and that the Commission shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the Commission shall have the right to terminate this agreement and all rights and obligations hereunder. This right to terminate is in addition to any other rights Commission may have to terminate this Agreement. Notice of termination under this section shall provide such time for termination, discontinuance of operations as deemed appropriate by the Commission's General Manager.

Payment to Contractor

Contractor shall invoice MERC, via the Portland Metropolitan Exposition Center administrative office, on a monthly basis for services rendered during the previous calendar month. Invoices shall include the name of the event, dates of service and the service provided in accordance with Contractor's cost per cleaning proposal response.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first written above.

CONTRACTOR

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

By _____

Chairman

Title _____

Secretary/Treasurer

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

By _____

Mark B. Williams
Senior Assistant Counsel