

Western Oregon University Window, Gutter and Canopy Cleaning Services

Request for Proposal (RFP)

ISSUE DATE: APRIL 16, 2014

GENERAL INFORMATION: This Request for Proposal (RFP) is to contract with an experienced firm (Contractor) to provide annual (June through September) window (interior and exterior), gutter and canopy cleaning services as specified in the Scope of Work to the buildings on the campus of Western Oregon University (WOU) located in Monmouth, Oregon.

PROJECT MANAGER: Tony Kment; Phone: 503-838-8974, email: kmentt@wou.edu

PROJECT DESCRIPTION: The intent of this project is to have windows, gutters and building canopies as specified cleaned in a professional manner and in the time frame outlined as described in the Scope of Work. Security and safety are key components in completing this work. This work will include, at times, working around students, faculty, staff, general public and other Contractors. The Contractor for this work shall be responsible for all equipment and supplies needed to accomplish the needed work. This would include ladder/scaffolding and/or motorized lifts. This is intended to be a turnkey project.

CONTRACTOR QUALIFICATIONS: Contractor shall have a minimum of five (5) years experience in the Window/Gutter cleaning profession. Contractor shall have successfully completed a minimum of two (2) comparably sized projects within the last two years.

SITE VISIT: Contractor is **required** to visit the project site prior to submitting their Proposal. Contact the Project Manager or his designee to schedule a walkthrough of the buildings prior to the Proposal closing date. Failure to do so may result in bid rejection.

CLARIFICATIONS AND CHANGES: If the information contained in the RFP packet is unclear, incomplete, or contradictory, a written request for clarification or for a change should be submitted to the agency representatives listed above by 3:00 P.M., Thursday, May 1, 2014. A formal response, if appropriate, will follow to address the issues in question.

Any change or modification to this solicitation will be in the form of an addendum to the RFP. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information

CONTRACT TERMS: The Contract will be effective on the date of last signature and expires twelve (12) months from that date. The Contract may be renewed, upon mutual agreement of the parties through written amendment, for 2 (two) additional one (1) year terms based on the current terms and conditions provided that the total Contract Term does not extend beyond 2017, or as otherwise allowed by law.

A. TERMINATION.

The Contract may be terminated at any time by mutual consent of both parties or by WOU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, WOU may terminate the Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under the Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the Contract is for any reason denied, revoked, or not renewed; or (c) WOU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit WOU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under the Contract, or if the WOU program for which the Contract was executed is abolished.

The Contract may also be terminated by WOU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by the Contract; or (b) Contractor fails to perform any of the other provisions of the Contract, or so fails to pursue the work as to endanger performance of the Contract in accordance with its terms and conditions, and after receipt of written notice from WOU, fails to correct such failures within ten (10) days. The rights and remedies of WOU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

COMPENSATION:

A. METHOD OF PAYMENT FOR SERVICES.

WOU shall pay Contractor the amounts specified in the Bid Price Form for each of the deliverables that WOU has accepted.

B. BASIS OF PAYMENT FOR SERVICES.

WOU shall pay Contractor, as invoiced by building, for services completed and accepted by WOU.

C. PRICE INCREASES

Contractor shall keep the pricing specified on the Proposal Form the same throughout the Initial Term of the Contract. Contractor may negotiate unit costs after the initial Term for subsequent renewals.

Contractor shall submit any proposed increase in the unit costs in writing to WOU for consideration at least sixty (60) days before the renewal period. Contractor must provide supporting documentation to back up the request. Accepted increases, by WOU, in the pricing will remain the same for the full term of the renewal period.

WORKING/ SCHEDULE HOURS: Contractor will work closely with WOU personnel to schedule all activities which will take place starting the middle of June through the middle of September. Some areas of campus will be on a different time schedule with specific times for work to be completed. Normal working hours are Monday through Friday, 8:00AM to 4:00PM. Any exception to these work hours must be approved in advance by the Project Manager.

2014 SCHEDULE OF WORK:

1. E & G Buildings – June 23, 2014 to September 22, 2014 (Health & Wellness Building September 15-22, 2014 only)
2. Auxiliary Buildings
 - a. Werner University Center September 2 -12, 2014
 - b. Resident Halls August 18-29, 2014. Due to the Summer Conferences Scheduling, Arbor Park apartments need to be clean in the beginning of this time frame. Alder View Townhouses to be scheduled a specific time so advance notice can be given to residents. Contact Val Branets 503-838-8451, or Schuyler Asman 503-838-8474
 - c. Student Health Center – June 23 to September 15, 2014
 - d. Valsetz Dining Hall - June 23 to September 15, 2014

PROPOSAL BOND/PERFORMANCE BOND: None required if Proposals are less than \$100,000.

PROPOSERS NOTE: If Proposals are greater than \$50,000, then provisions for Prevailing Wage Rate (PWR) apply.

PROPOSAL MODIFICATION: Modifications or erasures made before Proposal submission should be initialed in ink by the person signing the Proposal. Proposals, once submitted, may only be modified in writing before the time and date set for Proposal closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior Proposal. Proposers may not modify Proposal after Proposal closing time.

PROPOSAL ADDENDA: Only documents issued as addenda serve to change the plans and specifications in any way. No other direction received by the Contractor, written or verbal, serves to change these documents. **Proposers must acknowledge all addenda on their Proposal form where indicated.**

PROPOSAL WITHDRAWAL: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the WOU Planning Office prior to Proposal closing time. Proposals may also be withdrawn in person before Proposal closing time upon presentation of appropriate identification.

CONTRACTOR NOTIFICATION

WOU will not knowingly contract with or procure goods or services from any Entity that discriminates on the basis of age, disability, national origin, race, marital status, religion, sex or sexual orientation.

Proposers will certify, as part of the Proposals or Proposals that such Proposer or Proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

All Contractors/ Proposers are hereby notified that WOU has adopted policies applicable to Contractors that prohibit sexual harassment and the Contractor's company and employees are required to adhere to the Institution's policy prohibiting sexual harassment in their interactions with members of the Institution's community.

Contractors/Proposers will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

STATEMENT OF INSURANCE: All Contractors will provide and maintain bonding and/or insurance required by the Institution. Statements must be received by Western Oregon University Physical Plant Planning Office within ten (10) business days of notification of award. Failure to present the required documents within ten (10) business days may be grounds for Proposal rejection.

WORKERS COMPENSATION: The Contractor, its subcontractors, if any, and any other employers providing work, labor or materials under this Project Contract are subject employers under the Oregon Workers' Compensation Law and shall either comply with ORS 656.017, which requires such employers to provide Oregon Workers' Compensation coverage for all their subject workers working in Oregon, or shall comply with the exemption in ORS 656.126.

INSTRUCTIONS TO CONTRACTORS:

Contractor shall quote a price for all individual buildings noted on the attached Proposal Form. Because of construction/building remodel and possible funding issues, WOU reserves the right to seek a "credit" utilizing the individual prices quoted for portions of this work not completed because of the above noted possible issues.

Each Contractor must read and comply with the following instructions. Failure to do so may result in Proposal rejection.

PROPOSAL CLOSING DATE: Proposals must be received, by 3:00 PM, Thursday, May 8, 2014.
No Proposal received after Proposal closing time will be considered.

Return proposals to:

Western Oregon University Physical Plant
Attn. Donna Litchfield
345 N Monmouth Ave
Monmouth, Oregon 97361

Proposals may be emailed* to bids@wou.edu . No oral or faxed Proposals will be accepted.

***Note: Emailed Proposals will be accepted provided originals are received within five (5) days of the Proposal closing.**

PROPOSAL FORMAT AND SUBMISSION:

- A. Submit Proposal Form, Proposer Disclosure Form, Certifications and Contract as a Result of Request for Proposal along with:
 - a. A statement of their qualifications, to perform the services outlined in the Scope of Work and contract. This should include a description of the Contractor's experience with projects of this type, including any work done within the Oregon University System, as well as resources at its disposal to execute the project. WOU reserves the right to request that prior to awarding this contract that the successful respondent supply a certified copy of its financial statement for review. This includes the responsibilities and relevant experience of the person(s) who will be actively engaged in the window and gutter cleaning service.
 - b. Provide a list of five (5) references of clients whom are being provided the same, similar type of services. The reference list shall include current clients which services have been provided with the past three (3) years and shall provide a contact person and telephone number. WOU reserves the right to contact clients for reference checks.

AWARD PROCEDURES:

- A. Proposals will be evaluated by a committee consisting of representatives of the requesting WOU department, and when applicable, other users.
- B. Proposals will be evaluated for completeness and compliance with the requirements of this RFP.
- C. Those Proposals which are incomplete, which do not meet all requirements of the RFP, or otherwise deemed by WOU to be "non-responsive" will be rejected
- D. Proposals considered complete, or "responsive", will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, respondents may be asked to provide written clarification.
- E. At the option of WOU, the respondent may be required to demonstrate the proposed product or service.

F. The WOU committee will evaluate each Proposal received; rating each based on the selection criteria as follows:

Selection Criteria:

- | | |
|-----------------------------|------------------|
| 1. Cost to Perform Services | 100 points |
| 2. Experience | 25 points |
| 3. References | <u>25 points</u> |

Total 150 points

- a. Cost to Perform Services – Lowest responsive Proposal shall receive all 100 points. Next higher Proposal shall receive 90 points, and each successively higher Proposal shall receive 10 points less.
- b. Experience – Respondents that meet minimum qualifications as stated above, and who submit written documentation of such experience shall be eligible to receive all 25 points in this category. Names, titles and qualifications of individuals assigned must be included to receive all 25 points.
- c. References – WOU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar good or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. WOU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposer, Proposer interviews, references, WOU or any source in the evaluation process. WOU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation. However, negative responses from reference checks or lack of response from a reference check may cause a reduction in the total assignment of points in this category.

G. Award Notice: Upon approval of the WOU's evaluation committee's recommendation, a Contract as a Result of Request for Proposal will be drawn which will include by reference this RFP, the respondents Proposal, and any additional contractual language as may be required by WOU or by law.

Attachments:

WOU Instructions to Bidders

WOU Window, Gutter, Canopy Cleaning Services Proposal Form

WOU Window, Gutter, Canopy Cleaning Services Proposer Disclosure Form

WOU Window, Gutter, Canopy Cleaning Services Certifications

Contract as a Result of Request for Proposal

WOU Window, Gutter, Canopy Cleaning Services Scope of Work

EXHIBIT A

WESTERN OREGON UNIVERSITY STANDARD INSTRUCTIONS TO BIDDERS

All bids are subject to the provisions and requirements of the Oregon Revised Statutes, and the Administrative Rules of the Oregon University System.

BID PREPARATION

BID FORMAT: Bids must be typewritten or prepared in ink and must be submitted on the form indicated in the Invitation to Bid or Request for Proposal. Unless otherwise indicated in the ITB or RFP, no oral, telegraphic or telephone bids will be accepted.

CONFORMANCE TO BID REQUIREMENTS: Bids must conform to the requirements of the Invitation to Bid or Request for Proposal. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

ADDENDA: Only documents issued as addenda by the WOU Purchasing/Stores Office or Planning Office serve to change the ITB or RFP in any way. No other direction received by the Contractor, written or verbal, serve to change the ITB or RFP document.

USE OF BRAND OR TRADE NAMES: Any brand or trade names used by WOU in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser's approval.

PRODUCT IDENTIFICATION: Bidders must clearly identify all products bid. Brand name and model or number must be shown. WOU reserves the right to reject any bid when the product information submitted with the bid is incomplete.

FOB DESTINATION: Unless specifically allowed in the ITB or RFP, **BID PRICE MUST BE F.O.B. DESTINATION** with all transportation and handling charges paid by the bidder.

DELIVERY: Delivery time must be shown in number of calendar days after receipt of order.

DELINQUENT OREGON TAXES: Bidders must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No contract for the purchase of goods and/or services will be awarded to bidder who cannot so certify.

EXCEPTIONS: Any deviation from bid specifications, terms and conditions may result in bid rejection.

SIGNATURE ON BID: Bids must be signed in ink by an authorized representative of the bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on a bid also certifies that the bidder has read and fully understands all bid specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Invitation to Bid or Request for Proposal.

BID MODIFICATION: Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bids after bid closing time.

BID WITHDRAWALS: Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the WOU Purchasing/Stores Office prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

PROTEST OF BID SPECIFICATIONS: A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the WOU Purchasing/Stores Office. To be considered, protests must be received at least five days before the bid closing date (ten

days if the bid is for a public improvement), unless otherwise specified in the bid documents.

BID SUBMISSION: Sealed bids must be received and time-stamped by the WOU Purchasing/Stores Office (unless a different department is specified in bid documents) prior to bid closing time. No bid received after bid closing time will be considered. To assure that your bid receives priority treatment within our mailing system please mark as follows: Bid Name, Bid Due Date & Time: DD/MM/YY XX:XX WESTERN OREGON UNIVERSITY, PURCHASING/STORES OFFICE, 345 N MONMOUTH AVE, MONMOUTH OR 97361.

The University shall not be responsible for the proper identification and handling of any bid not submitted in a timely manner.

BID OPENING: Bids will be opened at the scheduled opening time at the WOU Purchasing/Stores Office (unless otherwise specified), 345 N Monmouth Ave, Monmouth OR 97361. Bidders may be present; however, award decisions will not be made at the opening.

BID EVALUATION AND AWARD

EVALUATION CRITERIA: Bids will be awarded based upon the evaluation criteria in the Invitation to Bid or Request for Proposal or in Oregon administrative rules or laws. Ordinarily, bids will be evaluated to identify the "lowest responsible bidder." The "lowest responsible bidder" is the lowest bidder who has substantially complied with all requirements of the Invitation to Bid and who can be expected to deliver promptly and perform reliably. Evaluation criteria may be different if a Request for Proposal is issued.

PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, WOU generally will not completely review or analyze bid responses which on their faces fail to comply with the requirements of the bid documents or which clearly are not the best bids, nor will WOU generally investigate the references or qualifications of those who submit such bid responses. Therefore, neither the release of a bidder's bid bond, the return of a bid response, nor acknowledgment that the selection is complete shall operate as a representation by WOU that an unsuccessful response was complete, sufficient, or lawful in any respect.

RECIPROCAL PREFERENCE: In determining the lowest responsible bidder, WOU will add a percent increase to each out-of-state bidder's bid price which is equal to the percent given to local bidders in that bidder's home state. For example, if the lowest responsible bidder is from a state that grants a 10 percent preference to local bidders, WOU will add 10 percent to that bidder's price when evaluating the bid.

DELIVERY: Significant delays in delivery may be considered in determining award if early delivery is required.

CASH DISCOUNTS: Cash discounts will not be considered for award purposes unless stated in the bid documents.

PAYMENT: Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

INVESTIGATION OF REFERENCES: WOU reserves the right to investigate the references and the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. WOU may postpone the award or execution of the contract after the announcement of the apparent successful bidder in order to complete its investigation. WOU reserves the right to reject any bid response or to reject all bid responses at any time prior to execution of the contract if it is determined to be in the best interest of WOU.

METHOD OF AWARD: WOU reserves the right to make the award by item, groups of items, or entire bid, whichever is in the best interest of WOU.

BID REJECTION: WOU reserves the right to reject any and all bids.

BID RESULTS: Bidders who receive awards will be notified of bid results. Bidders may request tabulations of awarded bids. Awarded bid files are public records and available for review at the WOU Purchasing/Stores Office between 8:00 a.m. and 4:30 p.m., Monday through Friday; no appointment is necessary. If an alternate viewing time is needed, special arrangements need to be made with the Planning Office.

(rev 4/2010)

**Western Oregon University Window, Gutter, Canopy Cleaning Services
Proposal Form**

Please provide a cost per Building, and an aggregate total for each section:

E & G BUILDINGS-ALL EXTERIOR EXCEPT WHERE NOTED:

- ACADEMIC PROGRAMS, SUPPORT CENTER (APSC)	\$ _____
- BELLAMY HALL (HSS)	\$ _____
- CAMPBELL HALL	\$ _____
- DEVOLDER FAMILY SCIENCE CENTER- EXTERIOR, INTERIOR STAIR	\$ _____
- EDUCATION BLDG.	\$ _____
- HAMERSLY LIBRARY	\$ _____
- HWC ACADEMIC SIDE EXTERIOR (3 FLOORS)	\$ _____
- HWC ACADEMIC SIDE INTERIOR (3 FLOORS)	\$ _____
- ITC-ALL BUILDINGS	\$ _____
- JENSEN ARCTIC MUSEUM	\$ _____
- LIEUALLEN ADMINISTRATION BUILDING	\$ _____
- MAASKE HALL	\$ _____
- MAPLE HALL	\$ _____
- MODULAR CLASSROOMS	\$ _____
- NATURAL SCIENCE BUILDING	\$ _____
- NEW PHYSICAL EDUCATION	\$ _____
- OLD PHYSICAL EDUCATION	\$ _____
- PHYSICAL PLANT	\$ _____
- RICE AUDITORIUM	\$ _____
- SMITH MUSIC HALL	\$ _____
- TERRY HOUSE	\$ _____
- THE COTTAGE	\$ _____
- TODD HALL (quote for next year)	\$ _____
- UNIVERSITY HOUSE (PRESIDENT RESIDENCE) EXTERIOR	\$ _____
- UNIVERSITY HOUSE (PRESIDENT RESIDENCE) INTERIOR	\$ _____
- UNIVERSITY PARK CLASSROOMS	\$ _____
- WATSON HOUSE	\$ _____
- WEST HOUSE	\$ _____
- WINTER'S BLDG. (MATH, NURSING)	\$ _____
AGGREGATE TOTAL FOR E & G BUILDINGS:	\$ _____

GUTTER CLEANING:

- CAMPBELL HALL	\$ _____
- TODD HALL (quote for next year)	\$ _____
- HAMERSLY LIBRARY	\$ _____
AGGREGATE TOTAL FOR GUTTER CLEANING:	\$ _____

CANOPY CLEANING

-LIEUALLEN ADMINISTRATION-EAST SIDE-2	\$ _____
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AUXILIARY - RESIDENT HALL, DINING BUILDINGS:

ACKERMAN HALL:	
- EXTERIOR ALL	\$ _____
- INTERIOR 1ST FLOOR LOBBY WINDOWS, ENTRY DOOR, SURROUNDING GLASS	\$ _____
- INTERIOR S.E MAIN STAIRCASE, ALL 4 FLOORS	\$ _____
- EXTERIOR SOUTH GLASS AWNINGS	\$ _____
ALDER VIEW TOWNHOUSES EXTERIOR	\$ _____
ARBOR PARK APARTMENTS EXTERIOR	\$ _____
BARNUM HALL COMPLEX	
- EXTERIOR ALL	\$ _____

**Western Oregon University Window, Gutter, Canopy Cleaning Services
Proposal Form**

- INTERIOR UPPER AND LOWER LOUNGE DOORS AND SURROUNDING GLASS BUTLER HALL COMPLEX	\$ _____
- EXTERIOR ALL	\$ _____
- INTERIOR UPPER AND LOWER LOUNGE DOORS AND SURROUNDING GLASS GENTLE HALL COMPLEX	\$ _____
- EXTERIOR ALL	\$ _____
- INTERIOR UPPER AND LOWER LOUNGE DOORS AND SURROUNDING GLASS HERITAGE HALL	\$ _____
- EXTERIOR ALL	\$ _____
- INTERIOR 4TH FLOOR BALL ROOM WINDOWS	\$ _____
- INTERIOR 1st, 3rd FLOOR LOBBIES, 2nd, 4th FLOOR HIGH WINDOWS	\$ _____
- INTERIOR 1st FLOOR 6 ENTRY DOORS AND SURROUNDING GLASS LANDERS HALL COMPLEX	\$ _____
- EXTERIOR ALL	\$ _____
- INTERIOR UPPER AND LOWER LOUNGE DOORS AND SURROUNDING GLASS SEQUOIA COMMONS	\$ _____
- EXTERIOR ALL	\$ _____
- INTERIOR ALL HIGH WINDOWS	\$ _____
VALSETZ DINING HALL EXTERIOR	\$ _____
- EXTERIOR ALL	\$ _____
- INTERIOR RESIDENT SERVICE CENTER ALL MAIN LOBBY WINDOW	\$ _____
AGGREGATE TOTAL FOR RESIDENT AND DINING HALL BUILDINGS:	\$ _____

AUXILIARY - OTHER BUILDINGS

- HWC RECREATION SIDE EXTERIOR (2 FLOORS) EXCLUDING DOORS	\$ _____
- HWC RECREATION SIDE INTERIOR (2 FLOORS) EXCLUDING DOORS	\$ _____
- STUDENT HEALTH CENTER- EXTERIOR ONLY	\$ _____
- WERNER UNIVERSITY CENTER- INTERIOR AND EXTERIOR	\$ _____
AGGREGATE TOTAL AUXILIARY - OTHER BUILDINGS:	\$ _____

The individual signing this Request for Proposal warrants they have authority to bind the respondent by their signature:

Signature: _____ Dated: _____

Name: _____ Title: _____ Phone: _____

Firm: _____

Address: _____

City / State/ Zip: _____

PROPOSER DISCLOSURE FORM

Western Oregon University Window, Gutter and Canopy Cleaning Services

SIGNATURE ON PROPOSAL: Each contractor must read and comply with the following sections. Failure to do so may result in Proposal rejection. Signature on a Proposal certifies that the:

1. Contractor agrees to furnishing all material, equipment and labor, necessary to finish this project complete, except as may be noted elsewhere in the contract documents. The work shall be completed within the time stipulated and specified in the RFP Documents.
2. Proposal is made without connection with any person, firm or corporation making a Proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.
3. (1) Proposal has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Quotation designed to limit independent quoting or competition; and (2) The contents of the Proposal have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Proposal and will not be communicated to such person prior to the official opening of the Proposal.
4. The undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through ORS 279C.870 pertaining to the payment of the prevailing rates of wage.
5. Contactor, to the best of my knowledge as the duly authorized representative of the Contractor, is not in violation of any Oregon tax law.
6. The successful Contractor hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, Worker's Compensation Insurance will be provided by: _____
Policy No. _____
7. The Undersigned **HAS, HAS NOT** (circle applicable status) paid unemployment or income taxes in Oregon within the past 12 months and **HAS, HAS NOT** (circle applicable status) a business address in Oregon.
8. Certificates of Insurance. The Contractor shall furnish acceptable insurance certificates from insurance companies authorized to do business in the State of Oregon for proof of Auto, General Liability and Workers Compensation to the University prior to commencing the Work. The certificate will specify all of the parties who are Additional Insured's. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Contractor Name/ Signature: _____ **Date:** _____

**WESTERN OREGON UNIVERSITY
CERTIFICATIONS**

Each Proposer must read, complete and submit a copy of this Western Oregon University Certification with their Proposal. Failure to do so may result in rejection of Proposal. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Contractor to 31% backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030(3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal.

Firm Name: _____ Date: _____
Signature: _____ Title: _____
Name (Type or Print): _____ Telephone: _____
Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and certification #)

Minority: _____ Women: _____ ESB: _____

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

Minority: _____ Women: _____ ESB: _____

CONTRACT AS A RESULT OF REQUEST FOR PROPOSAL

**PROJECT: WESTERN OREGON UNIVERSITY WINDOW, GUTTER, CANOPY
CLEANING SERVICES**

NOTICE: Bidder must complete and sign Section A below and return this page with bid. If a contract is awarded to Bidder, a representative of Western Oregon University will complete and sign Section B below. This is a legally binding document, READ IT CAREFULLY.

SECTION A - Signature of Bidder's duly authorized representative

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he/she: (1) Has read and understands all bid instructions, specifications, and terms and conditions contained herein (including the attachments listed in this document); (2) Is an authorized representative of the bidder, that the information provided in this bid is true and accurate, and that providing incorrect or incomplete information may be cause for bid rejection or contract termination; (3) Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and (4) Will furnish the designated item(s) and/or service(s) in accordance with the bid and the contract. (5) BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID SUBMISSION.

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NO. _____

SIGNED 1) _____

Sole Individual

or 2) _____

Partner

or 3) _____

Authorized Officer of Corporation

(SEAL)

Attested: Secretary of Corporation

FEIN ID # or SSN # (required) _____

Contact Person: _____ Phone No: _____

Section B

(To be completed by the Business Office at Western Oregon University)

Western Oregon University hereby awards a contract to the above bidder for the item(s) and/or service(s) designated on the bid invitation as Item(s) No.: _____

Term of Contract _____ Contract No. _____

Authorized signature: _____ Date: _____

Western Oregon University Window, Gutter, Canopy Cleaning Services

SCOPE OF WORK

Contractor shall be responsible to furnish all supplies and equipment needed to clean the windows, gutters and building entry canopies or awnings on Education and General (E & G) and Auxiliary Buildings (Residential, Dining and Student Health Buildings) as specified in this Scope of Work.

Contractor will insure that all windows shall be left clean, shiny, and free of all dirt, streaks, water spots and stains. Cleaning shall include interior (where noted), exterior windows, all frameworks around windows, all panels below windows, and removal of all foreign substances such as food, tape, decals, etc. Tucker Poles (or similar equipment) are NOT allowed for this project. All exterior and interior work shall be washed with a T-Washer and squeegee dried.

Some windows can be reached with an extension ladder, while others with only stepladder. Certain areas may require a power lift. **DO NOT USE TUCKER POLE**

Contractor shall notify the Project Coordinators, Val Branets or Tony Kment when the cleaning crew is on campus and which buildings are scheduled for cleaning on that day. Val can be contacted at 503-838-8451 and Tony 503-838-8974. Progress reports are required daily.

The University personnel, if required, will provide any access inside the buildings.

Keys will be supplied, if required, on a sign-out basis. Keys must never leave the University campus at any time.

Contractor shall pay special attention to possible water intrusion into buildings while work is being performed and notify the University in the case of any problems that might arise.

The Contractor shall be responsible for removing, cleaning and replacing all screens. There is an exception for a few areas identified as "non-accessible-secured" rooms (located in the Administrative building only). These rooms have screen removal from inside the building and are secure in nature. University personnel will remove these screens for cleaning by the Contractor.

Contractor shall clean the gutters on specified buildings. Cleaning shall include the removal of debris, moss in the gutters and if screens are used to prevent debris from clogging down spouts, these also shall be removed, cleaned and replaced. Contractor shall take precautions needed to prevent water intrusion in the building or water "over-pressurization" in preventing damage to the gutter system.

Contractor shall supply the University with all SDS/MSDS for cleaning products used in this project before any work can begin.

The Contractor shall schedule with the University all work in advance and must be able to meet the "pre scheduled" portions of the project for the Auxiliary buildings.

Contractor shall have a minimum of one (1) supervisor and a sufficient number of employees on the job site at all scheduled times to ensure the work is completed on schedule and in a professional manner.

Work shall be confined to normal office hours of Monday through Friday, 8:00AM to 4:00PM. Any exception to these work hours must be approved in advance by the Project Manager.

Contractor shall have a supervisor "on site" that has a minimum of five (5) years experience in this type of work and will be available via phone to communicate with University personnel in the

case of an emergency, unforeseen issue, and other types of communication needs that might occur during the course of work.

Contractor shall take all precautions necessary to safeguard all public and private property surrounding the work area. Contractor will utilize appropriate safety barriers and procedures to sufficiently protect building structures, occupants, and nearby pedestrians. Any damage noted to grounds, building structures or other property be it University or privately owned will be brought to the Project Manager's attention immediately. Planking and surface protection will be in place to protect any surface where a power lift will be used.

Contractor shall clean up all work site debris daily and remove from the premises any salvages, materials or scraps at the close of each day. Failure to do so will require the University's employees to perform clean-up and invoice the Contractor for the direct cost associated to such clean-up.

Contractor shall be responsible for any repair and / or replacement cost due to damage of the building or surrounding areas caused in the performance of contract services.

Prior to the start of any work on campus, the Contractor shall provide a schedule of all work to be performed and the estimated time to complete each area of responsibility.

Contractor shall not assign, sell, transfer, sublet or subcontract, its interest in this contract, in whole or in part, without the prior written consent of the University's project manager.

Contractor will refrain from any interaction with students.

Safety:

Safety precautions are a high priority. Successful respondent shall protect the building structure, occupants, and nearby pedestrians. Successful respondent shall take all precautions to protect employees who complete the work, as required by law, statute, or regulation.

2014 Schedule of Work:

1. E & G Buildings – June 23, 2014 to September 22, 2013 (Health & Wellness Building and Old Physical Education September 15-22, 2014 only)
2. Auxiliary Buildings
 - a. Werner University Center September 2 -12, 2014
 - b. Resident Halls August 18-29, 2014. Due to the Summer Conferences Scheduling, Arbor Park apartments need to be clean in the beginning of this time frame. Alder View Townhouses to be scheduled a specific time so advance notice can be given to residents. Contact Val Branets 503-838-8451, or Schuyler Asman 503-838-8474
 - c. Student Health Center – June 23 to September 15, 2014
 - d. Valsetz Dining Hall

E & G BUILDINGS – clean EXTERIOR except where noted for Interior also :

- Academic Programs and Support Services (APSC)
- Bellamy Hall (HSS)
- Campbell Hall
- DeVolder Family Science Center **Exterior & Interior Stairways**
- Education Building
- Hamersly Library
- Health & Wellness Center-Academic side only

- ITC –All buildings
- Jensen Arctic Museum
- Lieuallen Administration Building
- Maaske Hall
- Maple Hall
- Modular Classrooms
- Natural Science Building
- New Physical Education
- Old Physical Education
- Physical Plant
- Rice Auditorium
- Smith Music Hall
- Terry House
- The Cottage
- Todd Hall (will not be done this year, but provide quote)
- University House (President’s Residence located off campus) **Exterior & Interior**
- University Park Conference Center
- Watson House
- West House
- Winter’s Building (Math and Nursing)

Gutter Cleaning E & G Buildings:

- Campbell Hall
- Todd Hall (will not be done this year, but provide quote)
- Hamersly Library

Building Entry Way-Canopies

- Lieuallen Administration Building – 2 east side

AUXILIARY BUILDINGS

Resident & Dining Hall Buildings:

All **EXTERIOR** windows:

- Ackerman Hall
- Alder View Townhouse Units 1 through 10
- Arbor Park Apartments-Spruce, Noble and Cedar Hall
- Barnum Hall
- Butler Hall
- Gentle Hall
- Heritage Hall
- Landers Hall
- Sequoia Commons
- Valsetz Dining Hall

INTERIOR windows:

- Ackerman Hall, 1st floor all lobby windows, entry doors and surrounding glass
- Ackerman Hall, south/east main staircase; all four (4) floors
- Barnum Hall, upper and lower lounge entry doors and surrounding glass
- Butler Hall, upper and lower lounge entry doors and surrounding glass
- Gentle Hall, upper and lower lounge entry doors and surrounding glass

- Heritage Hall, first floor six entry doors and surrounding glass
- Heritage Hall, 1st floor and 3rd floor lobbies (high windows on the 2nd and 4th floors)
- Heritage Hall, 4th floor ball room windows
- Landers Hall, upper and lower lounge entry doors and surrounding glass
- Residential Service Center (north 1st floor Valsetz Dining Hall)
- Sequoia Commons, high windows
- South Sister Annex (South 1st floor Valsetz Dining Hall)

Building Entry Ways

- Ackerman Hall – glass awnings at two (2) south entrances

Auxiliary Other Buildings:

- Student Health Services –Interior & Exterior
- Werner University Center -Interior & Exterior
- Health & Wellness Center-Recreation side only - Interior & Exterior