

**City of Portland RFP 112004 – Indoor/Outdoor Integrated Pest Management (IPM) Services  
Sustainable Procurement Specifications Excerpt  
November 24, 2010**



Please see attached solicitation excerpt.

# PART I

## PROPOSAL REQUIREMENTS

### SECTION A GENERAL INFORMATION

**1. SCOPE OF WORK** The City of Portland is seeking proposals from qualified firms for Indoor/Outdoor Integrated Pest Management (IPM) Services as described in this RFP. This Scope of Work is not intended to be a complete list of all necessary work. The following are work tasks assumed necessary to provide Indoor/Outdoor Integrated Pest Management (IPM) Services to City-owned buildings and properties.

#### **City of Portland (City) Sustainability Principles and Policies**

The City's Sustainability Principles direct City Bureaus to conserve ecosystems, and pursue long-term environmental quality, while contributing to the community's economic vitality. In accordance with these Principles and the City's Sustainable Procurement Policy, the City of Portland encourages the use of products or services that help to minimize the human health and environmental impacts of City operations.

In 2001 the City passed the Green Building Policy (updated 2009) directing City Bureaus to pursue the US Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) certification for existing buildings. IPM practices are a key part of achieving LEED certification for existing buildings.

In 2006 the City passed the Toxic Reduction Strategy, which sets forth practices and guidelines to reduce and replace materials or products of concern with viable least-toxic alternatives by 2020. Included in these guidelines is the use of effective and progressive IPM strategies to minimize reliance on pesticides of concern and to ensure careful screening and application of products to minimize adverse impacts.

#### **Integrated Pest Management Definition**

IPM is a decision-making process that utilizes regular pest monitoring to determine if and when treatments are needed and to evaluate their effectiveness. IPM programs employ a mix of biological, cultural, mechanical/physical, educational, and least-toxic chemical strategies and tactics to keep pest numbers low enough to prevent intolerable damage or nuisance. Non-chemical methods and pest prevention are emphasized, and pesticides are used only as a last resort when other approaches prove insufficient. The goal of IPM is to achieve long-term, cost-effective, and environmentally sound pest control. Control strategies in an IPM program include, but are not limited to:

- Structural and procedural modifications to reduce food, water, harborage and access used by pests.
- Non-pesticide technologies such as trapping and monitoring devices.
- Coordination among all facilities management programs that have a bearing on the pest control effort.
- Defined communication and recordkeeping to ensure safety of occupants and IPM strategy follow through.
- As a last resort, pesticide compounds, formulations and application methods that present the lowest potential hazard to humans and the environment.

#### **General**

Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, pest removal and pest prevention components to successfully implement an IPM program. When needed or appropriate, Contractor shall provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

All of the Contractor's provided services must fall within the IPM definition outlined above. Contractor shall seek the cooperation of building management and building occupants to ensure compliance with the IPM Program and to effectively prevent and reduce pest occurrences in and around City buildings. In cases where the Contractor deems such cooperation inadequate to successfully manage pests using IPM principles, Contractor shall notify the department's building contact in a timely fashion. Current work sites are listed in Attachment C. Contractor's representative shall attend and participate in regularly scheduled meetings and activities as defined in the Meetings and Site Visit Requirements.

The successful Proposer will be expected to enter into a Services Contract with the City (reference Exhibit A).

#### **2. PROPOSAL INVITATION**

This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. This RFP is for the City of Portland requirements as described in the Scope of Work., The initial award will be for sites under the jurisdiction of the Office of Management and Finance, Bureau of Internal Business Services, Facilities, as identified herein. Additional City sites and facilities may be added to the Contract by amendment

## **SECTION B WORK REQUIREMENTS**

### **1. TECHNICAL REQUIREMENTS**

#### **Pest Control Personnel and Licensing**

Contractor shall provide only qualified pest management personnel with experience in the conduct of IPM programs. Contractor shall provide the City's Operations Manager with the names of all pest management personnel who might be assigned to work under the Contract, as well as pertinent information regarding their qualifications, experience and training. Any employee found unqualified by the Operations Manager for the position to which employee is assigned shall be removed by the Contractor and replaced immediately with a qualified employee, at no additional cost to the City.

Throughout the term of the Contract, all personnel providing on-site pest management services must be licensed or certified by the Oregon Department of Agriculture (ODA) in accordance with Oregon State law as a Commercial Pesticide Applicator. Uncertified individuals working under the supervision of a certified applicator will not be permitted to provide service under the Contract. Contractor must be a licensed Commercial Pesticide Operator in all appropriate categories of work to be conducted, including, but not limited to, vector control, general pest control, and structural pest management.

#### **Pests Included in Contract**

Contractor shall adequately suppress rats and mice found inside and outside buildings. Individual vertebrates including feral cats, foxes, ground squirrel, opossums, raccoons, and skunks, located indoors or outdoors, that are determined by the Operations Manager or building contact to be causing unacceptable property damage, nuisance or hazard, will be the responsibility of the Contractor. Pick-up and proper disposal of dead vertebrates is included in this RFP. The control of mosquitoes for public health purposes on all City owned properties is included in this RFP.

Other kinds of pests that appear in high numbers (such as feral pigeons and other pest birds), or that may be vectoring pathogens that pose potential health risks to humans (such as bats or ticks), may require special skills or licensing. The Contractor may be called upon to suppress or remove such pests under the Emergency and Special Services provisions. Such determination shall be made on a limited basis by the Operations Manager.

Contractor shall adequately suppress all indoor and outdoor pests that have the potential to affect public health, impede operations or damage property, including but not limited to:

- Indoor populations and invading individuals of rodents, insects, arachnids, and other arthropods.
- Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
- Nests of stinging insects within the property boundaries of the specified buildings.
- Termites and other wood-destroying organisms.
- Birds, bats, small mammals, and all other vertebrates.
- Outdoor plants and fungi when identified as pests.

#### **IPM Service Categories and Specifications**

Contractor is responsible for four (4) general categories of IPM services: Short term service, ongoing service, emergency service and training/consultation service.

##### **1) Short-term IPM Service**

This category addresses minor pest problems that can generally be solved in one or two service calls and those which fall outside the ongoing service IPM Plan for the applicable building. Short-term IPM services are provided on an as-needed basis, and do not warrant intensive monitoring. In providing short-term IPM services, Contractor shall:

- Conduct initial inspection of the facility.
- Prepare a brief written proposal to the building contact that summarizes the pest problem, population threshold for treatment, and the specific IPM methods to be used to solve the problem and prevent future occurrences. Contractor may charge the "short-term rate" for preparation of the proposal.
- Implement the proposal after approval by the Operations Manager.
- Prepare service report forms: Contractor's representative performing the service shall complete, sign and date a service report form and return it to the Operations Manager's office on the same day the service is performed or on the succeeding business day. The service report form should include a summary of the nature and extent of the pest problem, treatment measures taken, recommendations for pest proofing, reason for pesticide if any used, and any other pertinent information. This form shall be signed off by the building contact and a copy retained at the facility, along with any relevant monitoring forms.
- Charge "Short-term IPM Service" hourly rate as listed in proposal.
- Comply with The Pesticide Application Restrictions, Posting and Notification Requirements, and The Pesticide Use Reporting Requirements sections of the Contract.

## 2) Monthly Ongoing IPM Service

This category of service addresses more complex or chronic pest problems or provides service to all buildings. In providing ongoing IPM services, Contractor shall provide:

- Initial Inspection: Contractor shall offer to conduct initial inspections of all buildings or sites within thirty (30) calendar days after award of the Contract. These inspections shall be completed within sixty (60) calendar days of receiving agreement from the relevant building contacts. The purpose of this initial inspection is for Contractor to evaluate the pest management needs of the premises and to discuss these needs with the building contact. Contractor shall charge the "short-term" hourly rate for this service.
- IPM Plan Preparation: Following the initial inspection, Contractor shall develop a written IPM plan for each facility, which must be submitted to the Operations Manager for approval. The IPM plan shall include components described in the "Components of IPM Plans" section in the Contract.
- IPM Plan Submission and Approval: The IPM Plan shall be submitted to the Operations Manager not more than ten (10) business days following the initial inspection. If the plan is rejected, Contractor shall have three (3) business days to submit a revised Plan. Once the IPM plan is approved by the Operations Manager, Contractor shall carry out work according to the IPM Plan.
- Interim Service Schedule: Pending approval of the IPM Plan and at the discretion of the Operations Manager, Contractor may provide services at "short-term" hourly rates.
- IPM Plan Revisions: Each ongoing IPM service plan shall be reviewed at least biannually by both the Operations Manager and the Contractor, and renewed or adjusted as conditions warrant. Any changes in the IPM Plan must first receive approval of the Operations Manager.
- Service Report Form: The service report form shall be completed as described in short-term IPM services above. A copy of the form shall be placed in the Log Book at the conclusion of each service visit along with a copy of the pest monitoring form.
- Structural Repairs and Pest Prevention: If the Contractor has previously recommended sanitation or exclusion measures, and if the department/facility has not yet fulfilled these recommendations, Contractor shall notify the building contact of this situation in the service report. If the problem is not solved in a reasonable number of return visits due to the building contact not following Contractor's recommendations, the Contractor will contact the Operations Manager to help mitigate the problem. (see "Pest Exclusion and Prevention").
- Compliance is required with all IPM Program requirements as described in this RFP, including compliance with The Pesticide Application Restrictions, Posting and Notification Requirements, and The Pesticide Use Reporting Requirements section of this RFP.
- Pest Log Books: Contractor shall be responsible for maintaining a complete and accurate pest management log book at each facility that is served under the Contract. The log book shall be updated at each visit by the Contractor. If the facility lacks a log book, Contractor is responsible for providing one.
- Charges: Contractor shall charge the monthly flat rate established in the Contract for the ongoing IPM services described above as well as for any additional ongoing services negotiated with the Operations Manager. Flat rates shall be based on the "ongoing IPM service" hourly rate and estimated service hours required.

The log book shall contain at minimum the following items:

- A copy of the IPM plan and/or service schedule for the building.
- If applicable, a list of pesticides used, including trade name and active ingredients. NOTE: Use of pesticides is restricted – see the Pesticide Application Restrictions section of this RFP.
- Copies of sample labels and material safety data sheets (MSDS) for each pesticide product used.
- (As appropriate) Pest sighting sheets, preferably in floor plan map format, Contractor shall be responsible for maintaining the sheets.
- The location of all traps and bait stations on the premises, preferably in map format. All traps and bait stations shall be numbered.
- Copies of all service report forms for the facility.

## 3) Emergency and Special Services

Emergency services are directed at urgent pest problems that must be addressed as soon as is practical. They are not "call backs" resulting from other routine services provided under the Contract. Except for holidays or other "shut down" periods, the Contractor shall address emergency problems within twenty-four (24) hours of the service call. Contractor may charge the "emergency rate" for these services but must notify the building contact that the emergency rate applies before performing the service. In the event that such services cannot be completed within the above-stipulated time frame, Contractor shall immediately notify the building contact and indicate an anticipated completion date. Contractor shall comply with all IPM Program and recordkeeping requirements as described in the Contract.

Special services are those that require special skills, training, or licensing and may utilize subcontractors for whose work the Contractor shall be accountable. Contractor shall charge the "short term service rate". Contractor may charge the "emergency rate" if service requests are made less than twenty-four (24) hours in advance.

## 4) Training and Consultation Services

Contractor shall provide additional consultation, training, and technical support by phone or in person to Operations Manager and building contacts during City business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.). These services shall be charged at the "training and consultation" hourly service rate in five (5) minute increments. Contractor must notify the building contact requesting the service that the billing rate applies before providing the service. The training and consultation rate also applies for Contractor time spent in meetings and site visits in excess of four (4) hours per month - (see "Meetings and Site Visit Requirements").

### **Components of IPM Plans (for Ongoing Service Category)**

An IPM plan helps define how site specific pest issues will be handled. For those sites not currently pursuing LEED EBOM a focused IPM Plan to monitor and/or remove pests is required. For those sites that are pursuing LEED EBOM certification an IPM Plan is required that must comply with all aspects of credit SS 3: Integrated Pest Management, Erosion Control, and Landscape Management Plan as is relevant for outdoor pest management control and credit IEQ 3.6: Indoor Integrated Pest Management. The following components shall be included in all written IPM plans submitted to Operations Manager for ongoing IPM services.

- Management Scope: Identifying all pests to be controlled, level of control desired (thresholds) and areas (if any) of the facility requiring special attention.
- Responsible Parties: Designate contact people and alternates at both the facility and at the Contractor's company. Establish location of pest activity log book(s) at the facility. Establish procedure for Contractor to report facility maintenance or pest prevention needs to building contact at the facility.
- Notification: If a pesticide is used, define the way in which notification will be delivered to occupants and facility management. (See "Posting and Notification Requirements")
- Schedule of Service: Describe expected schedule and duration of service visits required to meet management objectives. Including routine site and pest inspections for population monitoring.
- Monitoring Program: Describe monitoring approach, including the use of traps and inspections and evaluation for pest control
- Description of IPM Strategies and Practices: Summarize non-chemical IPM methods proposed in the event of pest problem. These strategies should be exhausted prior to chemical use.
- Potential Pesticide List: Create a City-approved pesticide products list that is compliant with Pesticide Application Restrictions section of this RFP for use in the program together with the rationale, proposed methods of use, and methods planned to minimize exposure. For each pesticide, list the product name, EPA registration number, pests targeted, and where pesticide would be applied, for example, indoors, in wall voids, or outside.
- Desirable Structural or Operational Changes: Identify pest-proofing activities or modification of staff operational methods or timing that would improve pest management efforts, for example, caulking around pipes or removal of outdoor plants contributing to pest problem.
- Record-keeping System: Describe data to be collected and provide a sample monitoring form designed to track data on pest location, populations, harborage, trends in pest populations, status of previously suggested pest exclusion and prevention measures for which facility staff are responsible, and other relevant information.
- Education and Training Activities: List recommended education and training activities for facility staff that would increase their support for IPM activities.

For buildings pursuing LEED EB certification, the IPM Plan must additionally include the Plan's goal, quality assurance controls, performance metrics, IPM best practices, and any other LEED EBOM (Existing Buildings: Operations and Maintenance) requirements not currently identified. This includes a definition of "emergency agreed upon by building and Contractor"

Contractor shall receive the approval of the Operations Manager prior to implementing any subsequent changes to the approved Service Provider IPM Plan, including additional or replacement pest control products. The Service Provider will review and update the Service Provider IPM Plan at least biennially, and update MSDS/labels annually or as needed.

MSD Sheets will not be required to be submitted with proposal. Contractor shall provide MSD Sheets for all products they are recommending for use in and around City of Portland facilities prior to execution of the Contract.

Certain areas within some buildings may require special instruction for persons entering them. Any restrictions associated with these special areas will be explained by the Operations Manager. Contractor shall adhere to these restrictions and incorporate them into the IPM Plan.

### **Pesticide Application Restrictions**

In general, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring tools indicate presence of pests in that specific area, and only after all non-toxic means have been exhausted and shown to be unsuccessful. Under the IPM Program, all chemical pesticides (with certain exceptions) are banned for use on City-owned properties EXCEPT those that meet San Francisco's Tier 3 hazard criteria (least hazardous) and are listed on San Francisco's Reduced Risk Pesticide List. They are defined as "least toxic". This list is updated annually. It is the Contractor's responsibility to be familiar with the current version and to comply with its limitations. The Reduced Risk Pesticide List is available at: [http://www.sfenvironment.org/our\\_programs/interests.html?ssi=2&ti=1&ii=117](http://www.sfenvironment.org/our_programs/interests.html?ssi=2&ti=1&ii=117). When least toxic pesticides are utilized notification as

specified in the Posting and Notification Requirements section must be met. Preventive pesticide treatments are acceptable only in rare cases where monitoring indicates that a potential insect or rodent infestation could occur, and with approval from the Operations Manager. Nonrodent pesticides are considered least toxic if they exceed the Tier 3 criteria but are used in self-contained baits and placed in inaccessible locations; rodent baits are not considered least toxic under any circumstances.

Under extreme conditions and after all other options are exhausted, use of pesticides that do not meet the definition of least toxic may be used with the approval of the Operations Manager as described in the Posting and Universal Notification section of this document. These pesticides are defined as "toxic". When used, building areas should be sealed off to minimize optional health hazards to occupants

Contractor shall be responsible for application of all pesticides according to the label and all applicable regulations. All pesticides must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction unless prior approval is given by the Operations Manager. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. Where there is a conflict between applicable regulations, the most stringent will apply.

For those buildings pursuing LEED EBOM, any cleaning product included in the IPM program must, when feasible, meet LEED credit IEQ 3.3 Purchase of Sustainable Cleaning Products and Materials.

### **Posting and Notification Requirements**

Contractor must notify the Operations Manager when the use of least toxic pesticides will be applied. Previous preventative measures and non-toxic methods must be included in notification. Direct signage (as compliant with the requirements below) must be placed in the area where least toxic pesticides are applied for the health and safety of the occupants.

In the event of an application of a toxic pesticide, rodenticide, or rodent bait usage, Contractor will be responsible for the universal notification of the Operations Manager and all building occupants seventy-two (72) hours before treatment and four (4) days following the application. Notification must include, but is not limited to, signage. Notification steps can also include email to building occupants. Appropriate notification should be outlined in the IPM Plan. Toxic pesticide application or rodent bait usage must be approved by the Operations Manager and the request must be submitted on City of Portland's Toxic Pesticide Use Approval form (Attachment No. 1) at least forty-eight (48) hours prior to the start of the notification period except in the case of an emergency. If such a case arises documentation must be submitted within twenty-four (24) hours of use and emergency case described.

Contractor must supply each facility with all pesticide application notification signage required under the IPM Program. Signs shall contain name and active ingredient of the pesticide product, target pest, date of use, signal word indicating the pesticide's toxicity category, re-entry date/time for the treated area, and the name and contact phone number for the building contract. Signage that may be required includes:

- Permanent indoor pesticide notification signs.
- Temporary indoor and outdoor notification signs.
- Pest sighting forms.

For all notification requirements in the event there is a need to apply a pesticide on a Monday following a three (3) or four (4) day weekend, notification must occur prior to the weekend.

### **Pesticide Use Reporting Requirements**

Contractor shall provide, at no additional cost to the City, quarterly electronic pesticide use reports to the Operations Manager. These reports shall list all chemical and non-chemical pest control measures taken at each site. Report shall include:

- Application date, time and method;
- Application manager;
- Location of application;
- Target pest;
- Pesticide trade name and active ingredient;
- EPA registration number of the pesticide;
- Documentation of whether the pesticide used qualifies as least-toxic;
- Copy of pesticide use approval form

In the case a site is actively pursuing LEED EBOM certification, this report shall document procedures for pest monitoring locations and results and actions taken to prevent or mitigate pests.

At Contractor's discretion, reports may be submitted more frequently than quarterly. At a minimum, these reports shall be submitted within one month of the end of each quarter, according to the following schedule:

<u>Reporting Period</u>	<u>Deadline for Report</u>
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

**Meetings and Site Visit Requirements**

Contractor, or Contractor’s representative approved by Operations Manager, is required to identify and determine an appropriate monitoring and site visit schedule, as well as occasional ad hoc meetings or site visits approved by the Operations Manager. For all of the above meetings, Contractor must provide free of charge up to four (4) hours of Contractor’s time per calendar month. Meetings in excess of four (4) hours per month may be charged to the convening department at the "training and consultation" hourly service rate.

**Pest Exclusion and Prevention**

In general, structural modification or repairs for pest control are not the responsibility of the Contractor. However, Contractor is responsible for communicating the need for such repairs to Operations Managers. The building contact may opt to allow the Contractor to make minor IPM structural repairs at the "short-term service" hourly rate plus materials costs. The Contractor should prepare an estimate for approval by the Operations Manager before beginning any repair work. Examples include caulking cracks or screening holes when City personnel are not able to do so in a timely manner. Prior to embarking on such work, Contractor must receive authorization in writing from the building contact.

**Uniforms and Equipment**

All personnel, while working in or on City owned or leased premises, shall have at a minimum the Contractor’s company name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment, required by state Law for the safe performance of work must be determined and provided by the Contractor. Vehicles used by the Contractor must be clearly marked and identified in accordance with state and local regulations.

**Background Checks**

Contractor, sub-contractors, and their employees working in secured facilities shall be required to complete background investigation forms (Attachment No. 3) and submit them to the Portland Police Bureau. They will also be required to schedule an appointment at the Central Precinct to present two pieces of identification and consent to finger printing and photograph. No background investigation applicant denied by the Portland Police Bureau shall be permitted to work at Portland Police Bureau facilities. It is anticipated that the Contractor, subcontractors, and their employees will complete their background investigation shortly after Contract award. Allow fourteen (14) business days to process the background checks. Interviews are by appointment only. Any additions of subcontractors or employees working on the site after the originally-approved personnel shall also be required to complete a background investigation prior to working on the project.

**Price Structure**

Contractor will charge for pest management services based on the Total Monthly Price and the four (4) hourly rates provided in the price proposal: short-term services, ongoing services, emergency services, and training and consultation services (see descriptions of services). The Total Monthly Price as well as the hourly rates shall include equipment and materials charges. After award and after the IPM plan has been approved, the Total Monthly Price may be re-negotiated and changed by amendment, however the monthly amounts for each facility shall not be increased above the amounts accepted with the initial award.

**Bureau of Internal Business Services, Facilities Services**

All required reports, pesticide exemption requests, and inquiries about the IPM Program shall be directed to:

Bob Kieta, Operations Manager  
 1120 SW 5<sup>th</sup> Avenue, Room 1204  
 Portland, Oregon 97204

Phone: 503-823-2039  
 Email: Robert.Kieta@portlandoregon.gov

**2. WORK PERFORMED BY THE CITY**

The City shall make available sufficient hours of staff personnel time as is required to meet with the Contractor and provide such information as required. The Office of Management and Finance, Bureau of Internal Business Services, Facilities, has assigned an Operations Manager who will oversee the work and provide support as needed.

**3. PLACE OF PERFORMANCE**

Contract performance will take place at the City’s facilities as designated in the Contract.

**4. PERIOD OF PERFORMANCE**

It is anticipated that the Contract(s) will be awarded in December 2010. The initial Contract term will be 1 year with the option to renew for an additional 4 years for a total Contract period of not more than five (5) years.

**5. INSURANCE – PROOF OF COVERAGE**

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

Commercial General Liability Insurance – Public Liability and Property Damage

The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor’s work under this Contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer’s liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new policy with the same terms. The contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers’ Compensation

Prior to the performance of any work under a Contract awarded by the City, the contractor shall comply with the workers’ compensation law, ORS Chapter 656, as it may be amended, and if workers’ compensation insurance is required by ORS Chapter 656, the contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers’ compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

**6. PUBLIC SAFETY**

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without little advance notice. The Contractor shall anticipate delays in such places and include the cost of delay in the costs in its proposal. The Contractor’s employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the Contractor’s employees and agents to be escorted to and from any public office, facility or work site if it is determined to be necessary.

**SECTION C ATTACHMENTS**

**1. Exhibit A - Sample Services Contract**

The sample services Contract, shown as Exhibit A is the City’s standard Contract for these services and will be used as a result of this selection process. Any deviations from this Contract shall be clearly identified in the proposal.

**2. Attachment 1 - City of Portland Toxic Pesticide Use Approval Form**

**3. Attachment 2 – Indoor/Outdoor Pest Control IPM Best Practices**

**4. Attachment 3 - Portland Police Bureau Background Investigation Forms**

**3. Attachment A – Representations and Certifications (include with your proposal)**

**4. Attachment B – Non-Collusion Certificate (include with your proposal)**

**5. Attachment C – Pricing Form (include with your proposal)**

**6. Attachment D – Equal Benefits Ordinance Worksheet (request this form be included with your proposal)**

# PART II PROPOSAL DEVELOPMENT

## SECTION A PROPOSAL PREPARATION

### 1. MANDATORY PRE-PROPOSAL MEETING

A Mandatory Pre-Proposal Meeting will be held on November 8, 2010, at 9:30 a.m. (Pacific Time) at the Portland Building, 1120 SW Fifth Avenue, Portland, Oregon 97204, Room 750. This is a mandatory meeting therefore anyone wishing to submit a Proposal for this RFP must attend the pre-proposal meeting.

The City of Portland will make reasonable accommodation for people with disabilities. Please notify us no less than three (3) business days prior to the event by phone at 503-823-2299, by the City's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.

### 2. INVESTIGATION AND SITE VISITS

The Proposer shall make all investigations necessary to inform itself regarding the work or services to be furnished. The City will make all sites identified on Attachment C, which potential proposers request to see, available for a walk-through at designated dates and times after the Mandatory Pre-Proposal Conference. Those available dates and times will be provided in an addendum.

### 3. QUESTIONS OR CLARIFICATIONS

It shall be the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, Procurement Services if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the proposer receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, respondents are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.

Jim Van Nest  
Bureau of Purchases  
1120 SW Fifth Avenue, Room 750  
Portland, Oregon 97204  
James.vannest@portlandoregon.gov

Phone: (503) 823-5680  
Fax: (503) 279-2675

If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the respondents, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, shall be binding upon the respondent. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the Contract.

### 4. CONTRACT REVIEW

The Services Contract as attached hereto contains the terms and conditions that will govern the Contract between the City of Portland and the Contractor. The City of Portland is not inclined to negotiate any portion of this Contract, however, if a proposer believes any of the terms and conditions contained in the City's Contract are unnecessarily restrictive, limit competition, or would like to request that specific terms and conditions contained in the Contract document be considered for negotiation, they shall submit a written request for negotiation to the City at least seven (7) working days prior to the proposal due date as indicated above.

The request shall identify the specific provision the proposer would like to negotiate, an explanation of why the proposer believes the provision should be a negotiable provision, and the suggested revised language. Requests that are not submitted in this format may not be considered. **Requests that state the entire Contract be negotiated will not be considered.** If the City decides that a Contract term can be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of its standard Contract terms.

**THIS WILL BE THE OFFEROR'S ONLY OPPORTUNITY TO TAKE EXCEPTION TO ANY OF THE TERMS AND CONDITIONS CONTAINED WITHIN THE CONTRACT AND TO REQUEST THE NEGOTIATION OF PROVISIONS CONTAINED IN THE CONTRACT. ANY PROPOSAL WHICH TAKES EXCEPTION TO TERMS AND CONDITIONS OF THE SAMPLE CONTRACT THAT HAVE NOT BEEN IDENTIFIED BY ADDENDUM AS SUBJECT TO NEGOTIATION OR**

**WHICH MAKES THE PROPOSAL CONTINGENT UPON ACCEPTANCE OR NEGOTIATION OF OTHER TERMS AND CONDITIONS MAY BE DEEMED NON-RESPONSIVE AND THE PROPOSAL MAY BE REJECTED.**

**5. ORAL INSTRUCTIONS**

Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective respondents shall not bind the City. Any changes or revisions to the specifications shall only be binding if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

**6. COST OF RESPONDING**

This Request for Proposals does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

**7. PERMITS AND LICENSES**

The Proposer shall include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the Contract.

**8. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING**

The respondent agrees to extend identical prices and services under the same terms and conditions to all public agencies. Requirements stated herein reflect the City of Portland usage only.

A public agency wishing to utilize like services will execute its own contract with the awarded contractor for its requirements. The Contractor shall provide quarterly usage reporting of the City of Portland as well as that of other public agencies to the City of Portland, Procurement Services. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

**9. CHANGES TO THIS RFP**

The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a Contract.

<b>SECTION B</b>	<b>PROPOSAL SUBMISSION</b>
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**1. PROPOSALS DUE**

By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Sealed proposals must be received in this office no later than the date and time shown on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the proposer. Responses received after the time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

**2. PROPOSAL**

Proposals must be clear, succinct and not exceed twenty (20) pages, excluding Attachment materials. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

**3. PROPOSAL SUBMISSION**

Security and confidentiality of the transmitted data: For purposes of this proposal submission, one (1) complete original printed copy of the proposal shall be submitted along with three (3) copies. The entire proposal shall be received at the place and on or before the time and date specified on the first page of this RFP.

**4. CONFLICT OF INTEREST**

A respondent submitting a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP, has participated in the Contract negotiations on the part of the City, that the proposal is made in good

faith without fraud, collusion, or connection of any kind with any other respondent of the same request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **5. PROPOSAL ORGANIZATION**

The respondents must provide all information as requested in this Request for Proposals (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats, or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

### **5.a. COVER LETTER**

By submitting a response, the Proposer is accepting the General Instructions and Conditions of this Request for Proposals.

The Cover Letter must state the name of the person(s) authorized to represent the proposer in any negotiations, the name(s) of the person(s) authorized to sign any Contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

### **5.b. MINIMUM REQUIREMENTS**

The Proposer shall demonstrate that they currently meet the following minimum requirements in order to be considered for award of the Contract.

1. Provide proof that the firm is a registered Commercial Pest Operator in the State of Oregon.
2. Demonstrate that all onsite staff are, at least, certified as Commercial Pest Applicators in the State of Oregon.

### **5.c. DEMONSTRATED ABILITY TO MEET OR EXCEED ENVIRONMENTAL AND SUSTAINABILITY REQUIREMENTS (10 pts)**

Please respond to the following:

1. Describe your firm's processes and procedures to ensure that products supplied as part of work requirements are environmentally friendly and sustainable.
2. Describe your firm's commitment to sustainability with regard to your internal operations. Provide information about your environmental management plan, greenhouse gas reduction action plans, waste reduction action plans, environmental third-party recognition/certifications, or other sustainability-related best practices. Include references to alternative transportation methods or the use of alternative fuels. Alternative transportation methods are those that are less energy intensive and emit fewer greenhouse gas emissions than conventional travel (e.g. electric vehicles, bio fuels etc.).

### **5.d. EXPERIENCE AND REFERENCES (15 points)**

This section shall score the Proposer's demonstrated experience and knowledge of IPM services to include customer references. The Proposer shall address the following:

#### **Experience of Proposer and Proposer's Assigned Project Staff**

- a. Quality of performance on recent contracts – including number of violations.
- b. Extent of experience with vector control projects.
- c. Quality and extent of in-house IPM training programs .
- d. Quality and extent of in-house health and safety programs.
- e. State how the firm has five (5) years minimum experience with industrial, commercial, and institutional accounts.
- f. A minimum of one (1) onsite staff member with public health pest control category license.
- g. Describe how the firm intends to trap animals (other than rodents) as a Wildlife Control Operator with the Oregon Department of Fish and Wildlife in accordance with state laws.

#### **Proposer's Licenses and Certifications**

Breadth and level of licenses and certifications held by Proposer's assigned project staff, and subcontractors above and beyond the minimum requirements.

#### **References**

- a. To demonstrate quality of recently completed projects, including effectiveness, adherence to IPM principles, adherence to schedules and budgets, and past experience by City's and County's with the Proposer's services, Submit four (4) verifiable references.
- b. The City reserves the right to develop its own references and to include them in their inquiries and Proposal evaluation.

**5.e. IPM SERVICE APPROACH (25 points)**

Address the following areas and provide the sample IPM plan:

- a. Creativity and thoroughness in seeking less-toxic pest management approaches.
- b. Emergency and special services capability
- c. Completeness of data reporting capabilities.
- d. Proximity of Proposer's business to service areas
- e. Adequacy of Proposer's facilities, including the availability of microscopes and other pest identification tools
- f. Proposer's likelihood of using alternate-fuel vehicles during the delivery of services to the City
- g. Site-Specific Sample IPM Plan, the sample plan will be evaluated on the following:
  - 1) Ability of Proposer to recognize pest problems and sources of problems
  - 2) Thoroughness of recommendations for pest prevention.
  - 3) Quality of recommendations for most affordable and feasible chemical or non-chemical controls .
  - 4) Justification for all actions proposed
  - 5) Quality and completeness of monitoring forms
  - 6) Quality and completeness of service report form
  - 7) Ability to demonstrate compliance with LEED EBOM when required.
- h. Describe how Proposer will handle unexpected insects such as, but not limited to, fleas, lice, and bedbugs by creating a treatment and source identification plan, realizing many of these insects come from tenants and can only be eliminated by encouraging the tenant to address the issue.

**5.f PRICE PROPOSAL (35 points)**

The proposal shall include fixed-prices for the proposed project approach. These prices shall include all costs for the work to be performed if the proposer is awarded a Contract in accordance with the requirements and terms and conditions of this RFP.

- 1. The total price of this project is important to the City. The Proposer shall provide Attachment C completed for all items including the Hours Per Month column, Total Monthly Price column, and the 4 hourly rates for all areas where there is a "\$" sign. Prices shall include all costs to complete the work as prescribed in this RFP and the proposal. Points will be awarded for the total Monthly Amount as well as for the hourly rates provided.. The ongoing hourly rate is evaluated as part of the Total Monthly Proposal Price.
- 2. Points will be awarded based on the formula below. Points for each service type will then be added together for a possible 35 points total.

**Formula for calculating Point Score:**

Points for proposer "A" for each service type =

Possible points for service X (lowest qualified price proposal for service X/proposer "A's" price proposal for service)

Total points for proposer "A" =

Total Monthly Price proposal + Emergency services points + Short-term services points + Training and Consultation service points.

The possible points for the various services are as follows:

<u>Service Type</u>	<u>Possible points</u>
Total Monthly Price Proposal	20
Emergency Services	5
Short-term Services	5
Training & Consultation Services	5

**Example:**

Firm A's price proposal for Total Monthly Price Proposal: \$ 4,000

Lowest qualified price proposal for Emergency Services: \$ 3,000

20 (possible points) X (\$ 3,000/\$ 4,000) = 15 points

Firm A's price proposal for Emergency Services: \$100/hour

Lowest qualified price proposal for Emergency Services: \$80/hour

5 (possible points) X (\$80/\$100) = 4 points

Firm A's price proposal for Short-Term Services: \$100/hour  
Lowest qualified price proposal for Short-Term Services: \$60/hour  
5 (possible points) X (\$60/\$100) = 3 points

Firm A's price proposal for Training & Consultations Services: \$80/hour  
Lowest qualified price proposal for Training & Consultations: \$48/hour  
5 (possible points) X (\$48/\$80) = 3 points

TOTAL POINTS FOR PROPOSER "A".....25 points

**5.g. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS (15 points)**

The City values diversity in its workforce and in the workforce of those who contract with the City and has a significant interest in extending contracting opportunities to Minority, Women, and Emerging Small Businesses (M/W/ESB) at both a prime and subcontracting level. The City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City contracts.

The City recognizes that there are several ways to meet this goal. The list below is provided as a catalyst to generate ideas on how proposers may meet this goal:

- Internal work force, Equal Employment Opportunity, technical training and mentoring;
- Emphasize the way this project will provide developmental opportunities and sustainable business growth for certified M/W/ESB;
- Point to a long-term history of strategic alliances and partnership with M/W/ESBs that will be used to perform a commercially useful function on this project;
- Placing a particular emphasis on a project-specific partnership with M/W/ESBs;
- Carving out a meaningful scope of work based on the expertise of their M/W/ESB partner firm(s).

\*\*\*\*\*

All proposers responding to this solicitation shall address the following factors:

- a. MBE, WBE & ESB Certification
- b. Indicate if your firm is currently certified through the State of Oregon as an MBE, WBE or ESB. If no, what percentage of the project will be subcontracted out to M/W/ESBs?
- c. EEO & Workforce Diversity
  - Describe how your firm has historically provided opportunities for minorities and women to receive training and work within your firm.
  - Describe your existing relationships with M/W/ESB firms including a description of your supplier diversity program.
  - If your company currently has under representation of minorities or women within your current workforce, describe how over time you propose to remedy the underutilization.
  - Discuss any project-specific opportunities for technical training and/or employment of underrepresented groups you would commit to. Are there other outreach (through local schools or community-based organizations) that you consider to be viable in light of the size and scope of this project? What resources might your firm address to such needs?

\*\*\*\*\*

The City expects thoughtful consideration to be given to which EEO/Diversity and M/W/ESB program components make sense to individual proposers on this particular project.

- a. Provide a narrative description of the company's experience in promoting participation on the part of Minority-owned, Women-owned and Emerging Small Business (M/W/ESB) enterprises as partners, consultants or suppliers on previous projects.
- b. Include a description of your firm's supplier diversity program:
  - How long has it been in existence and what were the driving factors for establishing the program?
  - What results has it had to increase your company's M/W/ESB participation?
  - Who is the individual responsible for your company's M/W/ESB initiative? Provide their experience with the M/W/ESB community.

- c. Discuss any innovative or particularly successful measures that your firm has undertaken to work with M/W/ESB firms on other projects.
- d. Include a list of those certified M/W/ESB firms with which your firm has had a contractual relationship during the last twelve (12) months.
- e. Describe your diversity solution where you, as the prime contractor, sub-contract services in a partnering relationship with a certified M/W/ESB firm:
  - How do the M/W/ESB(s) that you partner with benefit from the relationship with your firm?
  - Describe what you consider your first-tier diversity solution where you utilize a certified M/W/ESB firm as the prime contractor and your company works as an alliance partner.
  - How do you evaluate the credentials of your M/W/ESB suppliers?
  - Describe how your firm could increase the utilization of certified M/W/ESB firms in service of the City Contract if you are the winning proposer?

\*\*\*\*\*

**Describe your outreach plan to M/W/ESBs for this project.**

If your firm is not utilizing existing relationships as described above or is able to undertake additional outreach to improve opportunities for minority, women, and emerging small business, describe your outreach program or plan for obtaining maximum utilization of M/W/ESB firms on this project. Proposers not drawing on existing relationships with M/W/ESB firms should describe what outreach efforts will be pursued in order to make contracting opportunities available to M/W/ESBs.

A suggested set of possible actions is listed below but firms may propose their own plan to make subcontracting opportunities available to M/W/ESBs:

- identify probable subcontracting opportunities by type of work, potential size of subcontract, etc.,
- advertising in the *Daily Journal of Commerce, Skanner, Oregonian, Observer, El Hispanic News, Just Out, Asian Reporter*, and/or other trade publications to notify potential M/W/ESBs and other diverse groups of contracting opportunities;
- utilizing certified M/W/ESB firms from the State of Oregon certification list, or other source, as a basis for direct outreach in likely subcontracting areas.
- meeting with potential M/W/ESB subcontractors in order to encourage collaboration and partnering.
- documenting proposals received from M/W/ESB firms and identify proposal(s) accepted and reasons for rejection of such proposals, if and proposals are rejected.
- providing mentoring, technical or other business development services to M/W/ESB team members.
- initiating other efforts as might be useful for this particular project.

\*\*\*\*\*

**M/W/ESB COMPLIANCE AND REPORTING**

If your company will be utilizing M/W/ESBs on this project, please list those firms and detail their role within the present solicitation. The City will enforce all EEO/Diversity and M/W/ESB commitments submitted by the Contractor. All proposers shall identify the following:

- The name of ALL subcontractors on the project;
- The names of all MBE, WBE and ESB firms. If firms have more than one certification (ESB and MBE) note that on the form; and
- The proposed scope or category of work for each subcontract
- If the proposer will not be using any subcontractors, the proposer will indicate "NONE" with the proposal.

**6. WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL**

Prior to the RFP opening, changes may be made provided the change is initialed by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

**7. LATE PROPOSALS**

Proposals received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering bids to the Procurement

Services. It is the responsibility of the proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

**8. CANCELLATION**

The City of Portland reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a Contract.

## PART III PROPOSAL EVALUATION

**SECTION A PROPOSAL REVIEW AND SELECTION**

**1. EVALUATION CRITERIA:** Each proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

Criteria	Maximum Score
a. Cover Letter	0
b. Minimum Requirements	0
b. Demonstrated Ability to Meet or Exceed Environmental and Sustainability Requirements	10
c. Experience and References	15
d. IPM Service Approach	25
e. Pricing Proposal	35
g. Diversity in Employment and Contracting Requirements	<u>15</u>
TOTAL	100

**2. PROPOSAL REVIEW**

A selection review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the Committee members will evaluate each proposal based upon the criteria listed above. In order to assist the evaluation committee, they may seek outside expertise, including but not limited to technical advisors. The City has the right to reject any or all proposals for good cause, in the public interest.

The Contractor shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted proposals.
- b. The committee will score the proposals according to the criteria, based on the information submitted.
- c. The committee will require a minimum of fifteen (15) working days to evaluate and rank the proposals.
- d. A short list of proposers may be selected for oral interviews if deemed necessary.
- e. If oral interviews are determined to be necessary, the initial scoring will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.
- f. Scoring from the oral interviews will be incorporated into the final scoring.
- g. Negotiations will follow with the selected proposer, and if successful, the proposer and City will enter into a services Contract for the work described in this RFP.

**3. CLARIFYING PROPOSAL DURING EVALUATION PERIOD**

During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the Contract and will become part of the final contractor Contract.

**4. LOCAL CONTRACTING**

The City: prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

**5. AWARD REVIEW AND PROTEST PROCEDURE**

**REVIEW:** ORS 279B.060(5)(a) provides: "Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all Proposers as part of the contracting agency's public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued."

**REVIEW:** Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Proposers shall designate information they consider exempt or conditionally exempt from disclosure by stamping the word "Confidential" on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

Proposers not awarded the Contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the Evaluation Committee, subject to the City's authority to withhold documents, as stated above.

**PROTESTS:** Proposers are permitted to challenge the City's decision to exclude the Proposer from the next step in the evaluation process and/or to award a Contract. Depending on the nature of the protest, Proposers may wish to review Portland City Code (PCC) 5.33.720, 5.33.730, and 5.33.740 regarding protest procedures, all of which may be found online at the City Auditor's website.

A Notice of Intent to Award to the successful Proposer shall be posted on the Procurement Services Internet Web Page.

A Proposer who is adversely affected or aggrieved by the award of Contract or evaluation decision shall have seven (7) calendar days after the issuance of the "Notice" to file a protest. The contents to be included in the protest are found in PCC 5.33.740. A protest is not valid if the Proposer would not be eligible to be awarded a Contract if its protest were upheld. The Chief Procurement Officer will review any protest and issue a written decision. Whether there are further appeal processes depends on the discretion of the Chief Procurement Officer.

## **SECTION B**

## **CONTRACT AWARD**

### **1. CONTRACTOR SELECTION**

The City will award a Contract to the proposer whose proposal is considered and evaluated as being the most advantageous to the City. The selection process will be carried out under Portland City Code, Chapter 5.33.

### **2. CONTRACT DEVELOPMENT**

The proposal and all responses provided by the Proposer may become a part of the final Contract. The form of Contract shall be the City's Contract for Services.

### **3. NOTICE OF INTENT TO AWARD**

A notice of intent to award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, suppliers and/or services, the contractor must receive a properly authorized Contract.

### **4. ASSIGNMENT OF ANTI-TRUST RIGHTS**

By entering into a Contract, the Contractor, for consideration paid to the contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the contractor that it will take no action, which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- a. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- b. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and

- c. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the city of Portland its proportionate share thereof, if any, assigned to the State hereunder.

**5. FAILURE TO EXECUTE CONTRACT**

Failure on the part of the selectee to execute the Contract and deliver the Contract and required documents with the required insurance certificates within twenty (20) calendar days shall be just cause for cancellation of the award and withdrawal of the Contract. Award may then be made to the next highest scored proposer or the work may be re-advertised or otherwise performed as the City may decide.

## ATTACHMENT C – PRICING FORM

Pest and rodent control services shall be performed at facilities throughout the City limits on a regularly scheduled basis as well as on-call/emergency basis. Contractor's billings shall indicate the actual Monthly Amount as well as the additional applicable rates in the Contract if additional services were requested and provided.

Treatment Sites	Address	Floors	Square Footage	Hours Per Month	Monthly Amount
Kerby Building	2929 N Kerby Ave	2	50,000		\$
*Justice Center (Central Precinct)	1111 SW 2nd Ave	2	157,100		\$
*City Hall	1221 SW 4th Ave	4	87,500		\$
Guild's Lake Warehouse A	2619 NW Industrial Way	1	100,000		\$
*911 Building	9911 SE Bush St	2	48,000		\$
10th & Yamhill Garage	730 SW 10 <sup>th</sup> Ave	7	254,000		\$
3 <sup>rd</sup> & Alder Garage	620 SW 3rd Ave	9	400,000		\$
Stanton Yard	2835 N Kerby Ave	2	75,600		\$
1 <sup>st</sup> & Jefferson Garage	123 SW Jefferson St	9	411,000		\$
*Naito & Davis Garage	33 NW Davis Ave	5	202,000		\$
4th & Yamhill Garage	818 SW 4th Ave	8	160,800		\$
O'Bryant Square Garage	808 SW Stark Ave	1	12,000		\$
*Rivergate Vehicle Storage	7027 NW St Helens Rd	1	30,710		\$
Testing Lab	1405 N River Road	2	9,895		\$
*North Precinct	449 NE Emerson St	2	43,980		\$
Printing & Distribution	124 SW Madison St	2	11,200		\$
*E. Precinct	737 SE 106th Ave	2	27,100		\$
*Police Training Division	7214 N Philadelphia Ave	3	9,400		\$
The Portland Building	1120 SW 5th Ave	15	390,516		\$
City Kids	1120 SW 5th Ave	1	6,983		\$
1900 Building	1900 SW 4th Ave	7	161,185		\$
*Police Property Warehouse	2619 NW Industrial Ave	1	45,150		\$
Union Station Common Areas	800 NW 6 <sup>th</sup> Avenue	3	133,163		\$
<b>* = secured facilities</b>			<b>Total Monthly Proposal Price \$</b>		

Emergency                                 \$ \_\_\_\_\_ / hourly rate  
 Short Term                                 \$ \_\_\_\_\_ / hourly rate  
 Training & Consultation                 \$ \_\_\_\_\_ / hourly rate  
 On-going                                     \$ \_\_\_\_\_ / hourly rate

Pests in the Total Monthly Proposal Price include, but are not limited to:  
 A = Ants (sugar, moisture and carpenter)  
 S = Silverfish  
 F = Fleas  
 R = Roaches  
 Rt = Rats  
 M = Mice

**Company Name of Proposer:** \_\_\_\_\_



**Attachment No. 1  
 City of Portland Toxic Pesticide Use Approval Form**

The City's Integrated Pest Management Program stresses non-chemical methods and pest prevention. Pesticides are used only as a last resort after all other options are exhausted and proved insufficient. Toxic pesticides are defined as those that cannot meet San Francisco's Tier 3 hazard criteria (least hazardous).

Directions: In the event that a toxic pesticide is needed, fill out this form and send it to the Facilities Services Operations Manager for approval. Use of toxic chemical can only be used for specific event or pest problem and only after approval has been received.

<u>General</u> Building used in:	
Building contact:	
Contractor contact:	
<u>Objective</u> Location in Building:	
	Target Pest:
	Purpose:
Attempted non-toxic strategies:	
<u>Chemicals</u> Pesticide:	
	Common Name:
	Formulation:
	% AI, AE or lb / Gal.:
	EPA Registration No:
	Use Strength (%)/Dilution Rate:
<u>Application</u> Method:	
	Equipment:
	Universal Notification Plan:

Approval Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**INDOOR/OUTDOOR PEST CONTROL IPM BEST PRACTICES**

Environmental best practices described below shall be incorporated into performance under the Price Agreement:

CHEMICAL STORAGE PRACTICES	
Storage Areas	<ul style="list-style-type: none"> <li>• Storage areas must be dry, frost-free, well-ventilated and secure.</li> <li>• Storage areas must be situated away from other buildings, especially residential buildings or areas where food or flammable materials are stored.</li> <li>• Storage must be built to resist foreseeable accidents, including leakage and spillage, fires, and weather exposure. Ensure there is no risk of spills polluting ground water and local bodies of water. Floors must be impervious to liquids, anti-slip, chemical-resistant, washable, and have a means of diverting spills. Drains must lead to sumps or tanks large enough to contain any foreseeable leaks.</li> <li>• Shelving must be appropriate for the size of the containers stored in them. Flammable pesticides must be separated from other pesticides. Consideration must be given to possible reactions between chemicals coming into contact with each other.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Labels	<ul style="list-style-type: none"> <li>• Make sure all pest control chemicals are clearly labeled and that the manufacturer's instructions for use are kept with them.</li> <li>• Chemicals must never be placed in unmarked containers.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Product Information	<ul style="list-style-type: none"> <li>• Effective first-aid provisions and chemical safety precautions must be kept with data sheets on all the products in the storage room.</li> <li>• Emergency telephone numbers must be listed in a key location in the storage facility. These numbers must be checked and updated as necessary.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Signage	<ul style="list-style-type: none"> <li>• Display warning signs without attracting unwanted attention.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>

CHEMICAL PREPARATION & HANDLING PRACTICES	
Choosing Chemicals	<ul style="list-style-type: none"> <li>• Identify which pesticides and herbicides are being used and the exact problems they are intended to resolve. The more that is known about the problem, the less chance there is of making a mistake. The words organic, natural, and biodegradable in this context do not guarantee that they are safe.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Mixing Chemicals	<ul style="list-style-type: none"> <li>• Accurate measurements must be made during both mixing and application phases. Use the most suitable chemical in the minimum necessary amount to achieve the desired results.</li> <li>• A safe area must be available for mixing pesticides. This must be done on a concrete pad with a separate sump or tank to contain any leakage.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Health Precautions	<ul style="list-style-type: none"> <li>• Operators must be provided with, and adequately trained on, the necessary equipment and protective clothing.</li> <li>• Proper health surveillance must be available to those working with pesticides and herbicides.</li> <li>• Neighbors and others in the area must be warned of the spraying program in advance of and during applications.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>

Chemical Transport	<ul style="list-style-type: none"> <li>• Only the appropriate quantity of pesticide and herbicide must be <i>removed</i> from the pesticide store for immediate use.</li> <li>• Do not transport chemicals in vehicles used for carrying people or food.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
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CHEMICAL APPLICATION PRACTICES	
User Qualifications	<ul style="list-style-type: none"> <li>• In many instances, it may be necessary to call on outside experts to advise on pest management, particularly in the creation of customized integrated pest management problems, which may require detailed knowledge of the biology and ecology of a particular species.</li> <li>• If pesticides are required, the IPM specialist shall communicate with building contact to determine the best product and ensure proper application in accordance with approval requirements.</li> <li>• The specialist must supervise and control the preparation and use of chemical applications.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Species Considerations	<ul style="list-style-type: none"> <li>• Time the treatment to coincide with the presence of the pest.</li> <li>• Use a selective chemical that has the least harmful effect on non-target species and treat only the area affected.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
User Safety	<ul style="list-style-type: none"> <li>• Users must wear protective clothing and headgear, change clothing, and wash thoroughly with soap and water after applying pest-control chemicals.</li> <li>• Ensure that anyone handling toxic chemicals <i>never</i> works alone and that the work area is well ventilated.</li> <li>• Wear a respirator for outdoor spraying or dusting of organic phosphorus compounds.</li> <li>• Eating, drinking, and smoking must be prohibited when using or handling chemicals.</li> <li>• Users must be familiar with the bodily effects of the chemicals they are likely to be using, and how the chemicals may enter the body.</li> <li>• Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work and seek medical advice if they are feeling ill.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Limited Access	<ul style="list-style-type: none"> <li>• The area of application must be clearly marked, and unnecessary access prevented while spraying is in progress.</li> <li>• Building occupants must be informed of any pest-control management systems. When application or spraying is in progress, they must be warned of this activity and kept away from the area in which it is taking place.</li> <li>• Control the reentry of people into the treated area.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Equipment	<ul style="list-style-type: none"> <li>• Equipment must be frequently checked and properly maintained, both for health and safety reasons and to minimize spray drift.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Weather/Time Restrictions	<ul style="list-style-type: none"> <li>• Spraying must not be carried out in unsuitable weather. Anyone operating sprayers must have access to a wind-speed meter and only spray when the wind speed is negligible.</li> <li>• Hours of work must be controlled so that building occupants are not exposed.</li> <li>• &lt;include site-specific information&gt;</li> </ul>

CHEMICAL DISPOSAL PRACTICES	
Conditions of Disposal	<p>As most pesticides and herbicides are extremely toxic, proper disposal of unused chemicals is paramount to maintaining the health of building occupants and the safety of the environment. Disposal methods will depend on:</p> <ul style="list-style-type: none"> <li>• Quantity of waste for disposal</li> <li>• Chemical and biological degradability of the active ingredients</li> <li>• Toxic properties</li> <li>• Concentration</li> <li>• Physical form of the waste</li> <li>• Disposal options available</li> <li>• &lt;include site-specific information&gt;</li> </ul>
General Guidelines	<ul style="list-style-type: none"> <li>• Always follow the manufacturer's and/or supplier's instructions even when disposing of empty containers.</li> <li>• Land filling or incinerating pesticides and herbicides is not an environmentally sound option.</li> <li>• Segregate pesticide/herbicide wastes from general building wastes.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Containers / Labels	<ul style="list-style-type: none"> <li>• Never transfer pesticides to unlabeled or mislabeled containers. Keep the chemicals in clearly labeled containers even when disposing of them.</li> <li>• Do not reuse pesticide/herbicide containers.</li> <li>• Puncture containers after they have been used to prevent reuse.</li> <li>• &lt;include site-specific information&gt;</li> </ul>
Authorization	<ul style="list-style-type: none"> <li>• Use an authorized waste-disposal contractor.</li> <li>• Use an authorized disposal site.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>

BASIC VEGETATION PEST CONTROL PRACTICES	
Maintenance	<ul style="list-style-type: none"> <li>• Keep the building grounds well-maintained at all times.</li> <li>• Maintenance personnel shall apply mulch to plant beds, warding off weeds and other pests.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Plantings	<ul style="list-style-type: none"> <li>• Plant at the right time and in the right places. Seedlings must not be planted too early, nor located in unsuitable conditions.</li> <li>• Avoid monocultures by mixing plant species in planters and gardens.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Manual Controls	<ul style="list-style-type: none"> <li>• Landscaping shall be hand-weeded and chemical control shall be kept to a minimum. This measure prevents human and environmental exposure to hazardous chemicals.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Chemical Controls	<ul style="list-style-type: none"> <li>• When chemical use is necessary, replace hazardous substances with least-toxic chemicals.</li> </ul>
Inspection Schedule and Location	<ul style="list-style-type: none"> <li>• The landscape contractor shall visit the site at regular intervals to monitor and apply pest-control.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>

BASIC ANIMAL PEST CONTROL PRACTICES	
Site/Building Cleanliness	<ul style="list-style-type: none"> <li>• Keep garbage containers clean, free of odors, and covered at all times. Sanitation measures reduce habitat and food sources for pests.</li> <li>• Keep areas around garbage containers free of spillage or garbage to prevent trash and debris from collecting on the ground around or underneath the containers.</li> <li>• Keep grounds free of high weeds, trash, old equipment, and debris, as these conditions are ideal for rodents.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Structural Integrity	<ul style="list-style-type: none"> <li>• Maintain the building exterior with no holes or openings larger than ¼-inch, including, but not limited to, windows, doors, fans, vents, etc. Structural repairs prevent pests from entering the building.</li> <li>• Address any deficiencies in the building exterior with corrective measures, i.e., cementing, screening, caulking, installing stripping on door bases, etc.</li> <li>• Maintain door sweeps on all applicable doors to produce a good seal with the ground.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>
Inspection Schedule and Location	<ul style="list-style-type: none"> <li>• Visual inspections shall be performed at least twice a month, with treatment as necessary. After each visit, the pest contractor shall provide a printed service report that includes written observations, recommendations, and details of IPM activities.</li> <li>• &lt;Include site-specific information&gt;</li> </ul>

SPECIES SPECIFIC ANIMAL CONTROL STRATEGIES <INCLUDE ALL SPECIES PRESENT ON BUILDING GROUNDS>	
Ants	<ul style="list-style-type: none"> <li>• In areas where ants are present wipe the areas down with soapy water in order to prevent the formation of major scent trails. If there already is an established trail, wipe backwards from the food source to the entrance of the trail.</li> <li>• Block all entry points to the building – ants will give up trying to find a way through after 1-2 days. Temporary blockades can be made using sticky substances, such as petroleum jelly and chili powder, cinnamon, or boric acid.</li> <li>• Always keep opened foodstuffs in sealed containers, or store them in the refrigerator or freezer. Clean out kitchen cabinets, drawers, and shelves to remove crumbs and stains. Keep sinks and worktops clean and dry.</li> <li>• Baits are best placed in the path of an ant trail and then removed after the ant activity stops, before they lure ants from another colony to the area.</li> <li>• Prune branches close to the building and remove fences or anything that might create a bridge for the ants.</li> <li>• Low-toxicity compounds to control ants include boric acid and diatomaceous earth (DE), a chalk-like powder consisting of the fossilized remains of diatoms, a type of hard-shelled algae.</li> <li>• &lt;Include site-specific ant controls&gt;</li> </ul>
Aphids	<ul style="list-style-type: none"> <li>• Manage sap-sucking mites and whiteflies by releasing predatory mites, ladybugs, and lacewings onto the grounds several times over a period of weeks.</li> <li>• Consider using parasitic wasps to control scales on trees, shrubs, and flowers.</li> <li>• If it is difficult to obtain supplies of beneficial insects for release into the garden, then purchase a branded lure that simulates the scent of aphids and attracts ladybugs and lacewings to the area.</li> <li>• &lt;Include site-specific aphid controls&gt;</li> </ul>
Bed Bugs	<ul style="list-style-type: none"> <li>• If a bed bug infestation is detected, the most effective course of action is to enlist professional help to inspect the entire building for the presence of bed bugs and treat the affected areas.</li> <li>• &lt;Include site-specific bed bug controls&gt;</li> </ul>

Caterpillars	<ul style="list-style-type: none"> <li>• Bacterial insecticides derived from natural ingredients are available to control caterpillars.</li> <li>• &lt;Include site-specific caterpillar controls&gt;</li> </ul>
Cockroaches	<ul style="list-style-type: none"> <li>• Cockroaches contaminate food with their excrement and secrete an unpleasant odor that can permeate the indoor environment.</li> <li>• There are five main species of cockroaches and effective control depends on identifying them correctly,</li> <li>• IPM measures for controlling cockroaches include effective hygiene and exclusion practices, sticky traps lined with pheromones, boric acid, and insect growth regulators.</li> <li>• All food-handling areas should be cleaned frequently.</li> <li>• Cockroach control is best done by a professional on a contractual basis, through the application of least-toxic pesticides.</li> <li>• Control is necessary on a regular basis because of the mobility, reproduction, longevity, and behavior of cockroaches.</li> <li>• Ensure that you know what pesticides are being used by the professional contractor and do not assume they are using an environmentally appropriate chemical.</li> <li>• &lt;Include site-specific cockroach controls&gt;</li> </ul>
Dust Mites	<ul style="list-style-type: none"> <li>• Fabrics, bedding and carpets attract and generate dust and dust mites. To keep dust mites at bay, keep the building well-ventilated and dry.</li> <li>• &lt;Include site-specific dust mite controls&gt;</li> </ul>
Flies	<ul style="list-style-type: none"> <li>• Flies reproduce more readily in waste and manure, which is where control should begin. In warm weather conditions, the reproduction cycle – from egg, to larva, to pupa, to adult winged fly – requires approximately one week.</li> <li>• Collection of waste and residues should be carried out at least twice a week.</li> <li>• Keep refuse areas clean to avoid providing flies with breeding grounds.</li> <li>• Ensure dustbin lids fit tightly and the interiors of bins are cleaned regularly to keep surfaces free of food material.</li> <li>• Use fine-mesh window and door screens as a barrier against entry by any flying insect.</li> <li>• Ultra-violet (UV / fly-killing equipment is very effective as long as it is situated correctly.</li> <li>• UV equipment disguised as uplighters in dining and lobby areas are discreet and highly effective because they attract and eliminate flies quickly and silently.</li> <li>• In food preparation areas, UV equipment should only be used after all possible precautions have been taken to keep flying insects out.</li> <li>• Position the UV equipment close to an entry point, at right angles to the nearest competing light source, such as a window. In many catering establishments, poorly situated UV equipment poses a greater food hygiene hazard than lacking pest repellants altogether. When placed next to the food preparation area, they draw flies to the food, which they are likely to contaminate before being killed.</li> <li>• Natural chemical treatments include pyrethrum, which is extracted from the <i>Chrysanthemum cinerariaefolium</i> plant and can be used in kitchens and restaurants.</li> <li>• &lt;Include site-specific fly controls&gt;</li> </ul>
Mosquitoes	<ul style="list-style-type: none"> <li>• The best control method for mosquitoes is to eradicate their habitat.</li> <li>• Because mosquitos like moisture and lay their eggs in standing water, it is important not to leave flower pots, buckets, plastic sheeting, or other open containers outside collecting water. Ensure that any rainwater collectors are fitted with lids.</li> <li>• Clear debris from gutters and drains to ensure that there is no standing water after rain, and drain unused pools or fountains so that the water cannot become stagnant.</li> <li>• Drain or fill depressions, mud flats, and other areas that might hold water.</li> <li>• Repair leaking taps and air-conditioning units so that puddles cannot form, and ensure that septic tanks and sewage systems are properly maintained and in good working order.</li> <li>• Avoid over-irrigating lawns and gardens, and keep weeds and grass (where the insects rest) trimmed.</li> <li>• If you have a pond or lake on the building grounds, fill it with mosquito-eating fish, such as top-feeding minnows or goldfish; they will eat the mosquito larvae before they mature into adults.</li> <li>• Some buildings have successfully reduced the number of mosquitoes and other insects</li> </ul>

	<p>by attracting bats to their property. A simply built bat house will usually accommodate up to 100 bats.</p> <ul style="list-style-type: none"> <li>• To prevent mosquitoes from coming indoors, fit fine-mesh screens to porches, doors, and windows.</li> <li>• If these measures are insufficient, area repellents such as citronella candles, coils, or sprays will repel mosquitoes from porches, patios, and other unscreened outdoor areas, although they only work well when the air is still.</li> <li>• &lt;Include site-specific mosquito controls&gt;</li> </ul>
Fabric / Clothing Moths	<ul style="list-style-type: none"> <li>• Moth larvae feed on a wide variety of natural and synthetic materials. They can be found in kitchens, food storage areas, clothing, carpets, blankets, and upholstery.</li> <li>• Fabrics should be washed and then put in bags and placed in a freezer. When taken out to thaw, shake the fabrics vigorously to remove dead larvae.</li> <li>• Clean the areas where fabrics have been stored with vinegar and water.</li> <li>• Store fabrics in cedar chests or closets. Place cedar chips or blocks, or lavender sachets in drawers.</li> <li>• For acute moth problems, re-usable traps can be baited with a controlled-release pheromone system to lure moths into the trap and disrupt their mating cycle.</li> <li>• Mothballs not only have an unpleasant odor, but they are also poisonous; avoid them if possible. Insect foggers are not recommended as they can pose a health threat and are not always effective.</li> <li>• &lt;Include site-specific fabric/clothing moth control&gt;</li> </ul>
Pantry Moths	<ul style="list-style-type: none"> <li>• Clean affected areas by vacuuming all surfaces, walls, shelves, cabinets, and floors. Scrub hard surfaces rigorously with hot water and detergent, especially in corners and around the edges of removable shelves. Clean all surfaces that have contact with food.</li> <li>• Rinse the affected areas with white vinegar, either in a spray or by wiping with a cloth.</li> <li>• Throw away all grain-based food items, as well as nuts, raisins, flour, and tea, even if it is in sealed containers.</li> <li>• Remaining food items and containers should be thoroughly cleaned with a detergent and water solution and wiped down with a vinegar rinse before being put back. Use air-tight containers made of hard plastic, glass, or metal, not plastic bags.</li> <li>• Kill any moths with a fly-swatter or moth traps.</li> <li>• After a severe infestation, storing grain products in refrigerators or freezers can prevent repeat infestations.</li> <li>• Peppermint gum, bay leaves, peppercorns, and cloves may also help to deter pantry moths.</li> <li>• &lt;Include site-specific pantry moth controls&gt;</li> </ul>

Rodents	<ul style="list-style-type: none"> <li>• Rodent control should start with a survey to determine the source of the problem and the conditions that encourage the infestation. Following the survey, implement a program to kill the rodents by removing their sources of food and water, eliminating their place of refuge and making it rodent-proof, and educating and obtaining the cooperation of employees. If the food supply is removed before you eradicate them, the rodents will migrate to other areas, making elimination more difficult.</li> <li>• Openings in building foundations and walls should be closed or screened with wire mesh that has holes no more than 1.25 cm (0.5 in) wide. Where pipes enter masonry, force heavy hardware cloth or steel wool into the opening, then fill it with concrete.</li> <li>• Continuous surveillance is necessary, and places where rodents have been gnawing to gain entry to a building should be sealed with metal flashing.</li> <li>• Doors are particularly vulnerable to rodent entry, so ensure that external doors and windows close tightly with no gaps at the bottom.</li> <li>• Materials stored in the open, in sheds, or in buildings should be stacked at least 30 cm (1 ft.) above the ground.</li> <li>• Stringent waste disposal practices should be observed; secure all waste in closed containers and not just plastic bags.</li> <li>• Wash dustbin areas regularly. Make sure composting bins are designed to prevent rodents from entering.</li> <li>• Traditional rodent traps, or snap traps, kill instantly. If trapping efforts fail, it is usually due to too few traps being used.</li> <li>• Bait should be sticky to ensure that the mouse triggers the trap mechanism, even if it only lightly touches the bait. Mice prefer peanut butter or chocolate to cheese. Bacon, oatmeal, or apples can also be used as bait.</li> </ul>
	<ul style="list-style-type: none"> <li>• An alternative to snap traps is a battery-operated trap that generates a high-voltage shock once the rat or mouse is inside. The design is relative safe and can be used in areas where children, pets, or wildlife may be present.</li> <li>• &lt;Include site-specific rodent controls&gt;</li> </ul>
Slugs and Snails	<ul style="list-style-type: none"> <li>• There are various non-chemical solutions to eliminate slugs and snails, including putting salt or sharp shingle around vulnerable plants, drowning them in beer, or simply throwing them over a fence. Elemental copper bands also repel snails and slugs.</li> <li>• &lt;Include site-specific slug and snail controls&gt;</li> </ul>
Wasps and Hornets	<ul style="list-style-type: none"> <li>• A simple trap can be made by putting beer, or a solution of jam or honey and water, in an open jar around the grounds. If this does not work, there are branded traps available, containing specially formulated attractant baits.</li> <li>• &lt;Include site-specific wasp and hornet controls&gt;</li> </ul>
<Other Pest Species>	<ul style="list-style-type: none"> <li>• &lt;Include information about control measures for species found on the project site that were not previously addressed&gt;</li> </ul>



# CITY OF PORTLAND

OFFICE OF MANAGEMENT AND FINANCE

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Jeffrey B. Baer, Director, Bureau of Internal Business Services

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November 12, 2010

**ADDENDUM NO. 1**  
**Request For Proposals No. 112004**  
**Indoor/Outdoor Integrated Pest Management (IPM) Services**  
**Proposals Due: December 16, 2010**  
**By: 2:00 p.m. Pacific Time**

This addendum provides for a change in the Proposal Due date and other changes to the RFP as stated below. This addendum is hereby included in the RFP and, when awarding the Contract, will be a part thereof. Any changes made by this addendum to said solicitation offset only those documents and portions specifically mentioned herein; the balance of the solicitation remains in full force. It is the responsibility of each proposer to conform to this addendum.

1. The Proposal Due date is extended to December 16, 2010 by 2:00 p.m.
2. The site visits referenced in paragraph 2. Investigation and Site Visits on page 10, will be specified in a future addendum and are expected to take place the week of November 29 thru December 3, 2010.
3. On page 4, under 1. Technical Requirements, Pests Included In Contract, make the following changes or additions:
  - Termites are not included in the scope of this contract.
  - Pests found with evidence of a major infestation during initial inspection, prior to the creation of the IPM Plan, and in mutual agreement with the City, shall be handled as a Short-term Service only until the infestation has been managed.
  - It is the responsibility of the Contractor to identify outside plantings and fungi conducive for pests. This includes both the state of plant, the type of the plant and grouping of plants when appropriate. Actual removal of or maintenance of outside fungi and plants shall be performed by The City.
  - Services for pests known to be brought into buildings by humans may be negotiated with the Operations Manager and billed under the Short-term service rate.
  - Services to control Mosquitoes for public health purposes may be negotiated with the Operations Manager and billed under the Short-term service rate.
4. On page 6, under Components of IPM Plans (for Ongoing Service Category, add the following as the first bullet under the opening paragraph:
  - All pests included in the contract shall be part of the monitoring program in the IPM Plan. At a minimum this includes visual inspection of areas for those pests including those covered under the Short-term IPM Service.
5. There was discussion at the Pre-Proposal Meeting regarding how birds and bats are to be covered. Please note in the second paragraph of Pests Included In Contract on page 4, that birds and bats may be covered under Emergency and Special Services provisions.

Please direct all questions and concerns to Jim Van Nest at (503) 823-5680, or james.vannest@portlandoregon.gov.

Christine Moody  
Chief Procurement Officer

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*To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities upon request.*



# CITY OF PORTLAND

OFFICE OF MANAGEMENT AND FINANCE

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November 15, 2010

**ADDENDUM NO. 2**  
**Request For Proposals No. 112004**  
**Indoor/Outdoor Integrated Pest Management (IPM) Services**  
**Proposals Due: December 16, 2010**  
**By: 2:00 p.m. Pacific Time**

This addendum provides for a change in the Investigation and Site Visits clause of the RFP as stated below. This addendum is hereby included in the RFP and, when awarding the Contract, will be a part thereof. Any changes made by this addendum to said solicitation offset only those documents and portions specifically mentioned herein; the balance of the solicitation remains in full force. It is the responsibility of each proposer to conform to this addendum.

1. The site visits referenced in paragraph 2, Investigation and Site Visits on page 10, are hereby specified as stated on the attachment titled Integrated Pest Management (IPM) Services Site Visit Schedule for RFP #112004 located at the vendor website for this solicitation. Those wishing to attend particular site visits will meet at the front of the building, or in the case of garages at the designated cross street (i.e: 3rd & Alder garage - would meet at the corner of 3rd and Alder). Once on site, if you cannot find the group you may call the maintenance technician at the listed phone number. Once the tour is over the maintenance technician will be instructed not to respond to phone calls regarding this RFP.
2. You are reminded that nothing said during the site visits changes the RFP. Per the ORAL INSTRUCTIONS clause on page 2 of the RFP, changes to the RFP can only be made by issuance of an addendum.

Please direct all questions and concerns to Jim Van Nest at (503) 823-5680, or [james.vannest@portlandoregon.gov](mailto:james.vannest@portlandoregon.gov).

Christine Moody  
Chief Procurement Officer

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