



CITY OF TUALATIN PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and Diversified Abilities, an Oregon nonprofit corporation ("Provider"), collectively referred to as "The Parties."

Section 1 - Agreement Documents. The Contract Documents, which together form the complete Contract between the parties, consist of the following documents in descending order of precedence:

- (i) This Agreement; and
- (ii) The attached Scope of Work (Exhibit A).

To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence described above. There are no Contract Documents other than those listed.

Section 2. Work. Provider shall complete all Work that is generally described in the Scope of Work (Exhibit A). Provider shall be solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Provider or any of Provider's subcontractors or Providers, except for those items identified as the responsibility of the City.

Section 3. Effective Date; Term; Renewal.

- A. Effective Date.** The effective date of this Agreement is July 1, 2022 ("Effective Date").
- B. Term.** The term of this agreement begins on the Effective Date and terminates on June 30, 2025, unless otherwise renewed.
- C. Renewal.** The Parties may renew this agreement for an additional term or terms upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond five (5) years.

Section 4. Standard of Care. Provider shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession. If Provider is in an industry that requires a license to perform the work, Provider will perform all work in compliance with applicable licensing standards.

Section 5. Independent Contractor; Responsibility for Taxes and Withholding; Anti-Kickback.

- A. Independent Contractor.** Provider will perform all Work as an independent Provider. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Provider is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Provider is responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Agreement and, unless Provider is

subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Provider is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

- D. Anti-Kickback.** Provider must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 CFR part 3).

Section 6. Subcontracting. Provider's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent.

Section 7. Agreement Price. City agrees to pay Provider the not to exceed price of \$701,904.60, which is inclusive of all hours necessary to complete the Work during the term of this Contract. The rates in the attached Scope of Work shall not be increased before June 30, 2023 absent a change in the minimum wage. Provider shall give City 30 days' notice of any rate increases and (excluding a change in the minimum wage) the City must agree to such increases in writing before they are effective.

Section 8. Payment Process.

- A. Invoices.** Provider must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the monthly charges for each work site.
- B. Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Provider and itemized on Provider's invoice for services.
- C. Payment for Services.** City will pay Provider for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 9. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Provider or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (five) days after mailing.
- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

D. Party to be Notified. Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

1. **City's Project Manager**
Brett Hoffman, Building Maintenance Tech II
10699 SW Herman Road, Tualatin, OR 97062
(503) 691-3094, bhoffman@tualatin.gov

2. **Provider's Project Manager**
Diversified Abilities, Inc.
Ann Toth & Tim Toth
PO Box 2273
Clackamas, OR 97015
Tim Toth – (971) 222-8600
Timtoth1212@gmail.com
Ann Toth – (503) 760-7500
diversifiedabilities@gmail.com

Section 10. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City will respond in a timely manner to all properly submitted requests from Provider and cooperate with Provider to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 11. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 12. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 13. Severability. If any term or provision of this Agreements is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 14. Merger Clause; Waiver. This Agreement, including all Agreement Documents, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained.

Section 15. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

Section 16. Ownership of Intellectual Property.

- A. Original Works.** All Work Product created by Provider pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original works of authorship are "work made for hire" of which City is the author and Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Provider will execute such further documents and instruments necessary to fully vest such rights in City.
- B. Provider Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Provider are and will remain the exclusive property of Provider. Notwithstanding the foregoing, Provider hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property, and to authorize others to do the same on City's behalf.
- C. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider must secure on the City's behalf and in the City's name, an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

Section 17. Records Maintenance; Access. Provider must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Provider's performance, for a minimum period of three (3) years from the date of final payment or termination of this Agreement. City may have access to all documents, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts.

Section 18. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Provider and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 19. Nondiscrimination; Compliance with Applicable Law. Provider agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Provider must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Provider will not discriminate against minority-owned, women-owned, or emerging small businesses. Provider must include a provision in each subcontract requiring subcontractors to comply with the requirement of this provision.

Section 20. Public Contracting Requirements. Provider must comply with provisions of ORS 279A.110; 279A.112; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Provider's compliance.

Section 21. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Provider represents and warrants that Provider has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS

chapters 316, 317 and 318, hereafter ("Tax Laws"). Provider further covenants to continue to comply with the Tax Laws during the term of this Agreement and Provider covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 22. Registered in Oregon and City of Tualatin. If Provider is not domiciled in or registered to do business in the State of Oregon, Provider must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Provider must have or acquire a City business license prior to executing this Agreement.

Section 23. Use of Recycled Products. Provider shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 24. Force Majeure. Neither City nor Provider will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Provider, respectively.

Section 25. Survival. All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 26. Joint and Several Liability. In the event Provider includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 27. Indemnification. Provider must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, or agents under this Agreement.

Section 28. Insurance. Provider must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. All policies must be written on an "occurrence basis." Provider must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Provider to proceed with work; pay an insurance carrier (either Provider's or a substitute) the premium amount and withhold the amount from payment to Provider; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Provider or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Provider will be responsible for any deductible amounts payable under all policies of insurance.
- D. Workers Compensation.** Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 29. Default; Remedies; Termination.

- A. Default by Provider.** Provider is in default under this Agreement if Provider commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.
- B. City's Remedies for Provider's Default.** In the event Provider is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity; including, but not limited to:
 - (i) Termination of this Agreement;
 - (ii) Withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Provider was not in default, then Provider is entitled to the same remedies as if this Agreement was terminated.

- C. Default by City.** City is in default under this Agreement if:
 - (i) City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice; or
 - (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30)

calendar days after Provider's notice or such longer period as Provider may specify in such notice.

- D. Provider's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Provider elects to exercise its right to terminate the Agreement, Provider's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider. In no event will City be liable to Provider for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider must pay immediately any excess to City upon written demand provided.
- E. Termination by City.** At its sole discretion, City may terminate this Agreement:
- (i) For any reason upon thirty (30) days' prior written notice by City to Provider;
 - (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
 - (iv) City may terminate this Agreement immediately upon written notice by City to Provider if Provider is in default of this Agreement.
- F. Termination by Provider.** Provider may terminate this Agreement with such written notice to City upon the occurrence of the following events.
- (i) City is in default because City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice of the failure to pay or such longer period as Provider may specify in such notice; or
 - (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.
- G. Return of Property upon Termination.** Upon termination of this Agreement for any reason whatsoever, Provider must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Provider in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Provider must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of

termination. Upon City's request, Provider must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

- H. City's Remedies Cumulative.** In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Provider's breach without the requirement that City first terminate this Agreement.

Section 30. Dispute Resolution.

- A. Process.** If Provider disagrees with a decision of the City under this Agreement, Provider must provide written notice to the City's Project Manager of Provider's disagreement, and include all relevant information and exhibits, within thirty (30) days of Provider's knowledge of the decision to which Provider disagrees. The City's Project manager will review the information and meet with Provider to attempt to come to resolution on the dispute and process any necessary Change Order. If City and Provider are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Provider's request regarding the dispute.
- B. Complaint.** Any claim that cannot be resolved between the parties as set forth shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

Section 31. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 32. Confidentiality and Protection of Personal Information. Provider acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public under Oregon's Public Records Laws, the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628, or other state or Federal statutes. Provider agrees to hold such information in strictest confidence and not to make use of such information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law.

Section 33. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 34. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Provider, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 35. Authority to Bind. City and Provider each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Provider, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DIVERSIFIED ABILITIES

CITY OF TUALATIN

By: _____

By: _____

Title: _____

Sherilyn Lombos
City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM

Provider's Federal ID Number or
Social Security Number

By: _____

Date: _____

**EXHIBIT A
SCOPE OF WORK
JANITORIAL SERVICES**

Provider Diversified Abilities shall provide janitorial services to City as follows:

General Terms

Service Days and Hours

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
City Offices		✓		✓		✓	
Library	✓	✓	✓	✓	✓	✓	✓
Operations	✓		✓		✓		
Police		✓		✓		✓	
Lafky		✓		✓		✓	
Heritage		✓		✓		✓	
Pohl	✓	✓	✓	✓	✓	✓	✓
Van Raden			✓		✓		✓
Browns Ferry	✓						
Community Services	✓						

Provider shall provide regular janitorial service for all locations.

Note: There are 3 shift changes at the Police Station: Day Shift 6am - 4pm, Swing Shift 1pm- 11pm, and Night Shift 8pm- 6am.

The secured area bathrooms and lockers, including the briefing room, are usually busy one hour before and one hour after these times.

City may specify the times when services are to be performed at specific locations. Provider acknowledges that use of City buildings or special regulatory requirements, such as a “Clean Air Action Day”, may sometimes conflict with regular cleaning times and may require schedule adjustments. Provider will schedule dates and times for performing project tasks with City’s representative.

Notification of Communication

Communication between Provider and the City is vital and required to ensure issues are being resolved and tasks are being performed. Provider will provide the following information to the City’s Project Manager through documented email:

- Notification of cancellation of building services due to sickness, inclement weather, or a schedule change or other issues as they arise.
- Notification of new employee. Provider will provide City’s Project Manager when a new employee is added to the roster.
- Notification of a transferred employee from one building to another.
- Provider or his or her agent shall immediately report to City all emergency situations (water leaks, fire, smoke, broken window) involving City’s buildings, equipment, or personnel.

PROPOSAL

The following custodial services will be provided for City of Tualatin Buildings as outlined below. The cost must be quoted on a monthly basis, per building, meeting the criteria and daily tasks as listed.

Breakdown of Service Schedule and Costs:

NOTE: Current hourly rate is \$14.75 per hour and is subject to change following the State of Oregon minimum wage laws.

Location	Address	Approximate Sq. Ft.	Days Per Week	Monthly Cost
City Offices	18880 SW Martinazzi Ave.	5,800	3	\$1,379.57
Library	18880 SW Martinazzi Ave.	10,000	7	\$5,596.47
Operations	10699 SW Herman Rd.	7,000	3	\$3,891.79
Police	8650 SW Tualatin Rd.	15,000	3	\$2,397.40
Lafky	8511 SW Tualatin Rd.	1,726	3	\$681.99
Heritage	8700 SW Sweek Dr.	2,077	3	\$637.70
Pohl	8513 SW Tualatin Rd.	8,250	7	\$2,965.33
Van Raden	8509 SW Tualatin Rd.	4,900	3	\$1,234.07
Browns Ferry	5485 SW Nyberg Ln.	2,667	1	\$425.95
Community Services	8515 SW Tualatin Rd.	1,225	1	\$287.08

Cleaning Specifications (Minimum Criteria)

One of the city's primary objectives is to maintain a high standard of professional custodial services. In addition to the following specific minimum requirements, Provider is expected to provide those services that are reasonably necessary to maintain a clean, pleasant, and neat-appearing environment.

Provider shall furnish labor, custodial tools, equipment, machines, and supplies necessary for the performance of these services at its expense (excluding paper towels, toilet paper, seat covers, garbage bags, deodorants, and hand soaps, which are to be supplied by City).

Provider is to provide custodial services sufficient to maintain or exceed the minimum requirements described in the following task schedules:

Provider and City Project Manager will perform a walkthrough of selected contracted buildings to discuss issues and or improvements every 4 months per annual year.

Additional Services:

Specialty cleaning and emergency services maybe requested from time to time. These services will be paid at the current hourly rate for services required, not to exceed \$10,000 per year. The invoice needs to include an itemized list of type of work performed, hours worked, and current rate per hour.

(Continued on next page)

LOCATION: _____

City of Tualatin

	DAILY	SUN	MON	TUE	WED	THU	FRI	SAT
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TASKS:								
1.	Empty all wastebaskets and pick up loose trash.							
2.	Replace all soiled trash receptacle liners. Wash trash receptacles as needed.							
3.	Clean entrance way interior and exterior surfaces/glass. Sweep door threshold.							
4.	Spot-clean carpets as needed.							
5.	Refill ALL dispensers (soap, towel, toilet paper, etc.).							
6.	Clean and sanitize drinking fountains, using appropriate disinfecting agent.							
7.	Clean all unobstructed desks, counters, and tabletops. Do not disturb papers.							
8.	Vacuum all carpeted areas. Inspect for stains.							
9.	Dust mop or sweep all hard floor surfaces.							
10.	Damp-mop all resilient and tile floors.							
11.	Spot damp-mop wood floors as needed (do NOT wet-mop).							
12.	Clean and wash kitchen fixtures and vending machines.							
13.	Ensure that coffee makers are turned off.							
14.	Maintain a clean and orderly janitorial supply closet.							
15.	Turn office and restroom lights off, except designated night-lights.							
16.	Secure building. Set alarm.							
RESTROOMS DAILY								
1.	Clean and sanitize all restroom fixtures. Remove mineral stains as needed.							
2.	Clean and sanitize toilet seats.							
3.	Clean and refill all dispensers.							
4.	Empty and sanitize disposal containers. Insert new liners as needed.							
5.	Spot-wash restroom walls, partitions, and doors, including areas next to sinks, toilets, etc.							
6.	Clean and polish restroom mirrors.							
7.	Clean and sanitize showers; remove soap scum and mineral stains.							

8.		Wet-mop and sanitize floors.											
LOCATION:		JAN	APR	JUL							OCT		
GENERAL - QUARTERLY		✓	✓	✓							✓		
TASKS:													
1.	Vacuum Air Supply & Return Grills												
2.	Clean all Carpets & Floors twice a year												

COMMENTS:

DRAFT

LOCATION: _____ MONTH: _____

MONTHLY		<input checked="" type="checkbox"/>								
TASKS:										
1.	Low-dust all horizontal surfaces to a height of six feet (72"), including windowsills, ledges, cabinets, shelves, partitions, etc.									
2.	High-dust all surfaces above six feet (72"), including shelves, ledges, light fixtures, and ceiling areas.									
3.	Spot-wash stains and smudges from wall surfaces.									
4.	Remove fingerprints and smudges from doors, frames, kick plates, push plates, and light switches.									
5.	Clean glass in all doors and display cabinets									
6.	Clean and sanitize telephones									
7.	Vacuum/clean venetian blinds.									
8.	Vacuum or spot-clean all fabric or vinyl furniture.									
9.	Thoroughly wash and disinfect restroom walls and partitions, including areas next to toilets, urinals, and sinks.									
10.	Clean and polish metal bright work at sinks, kitchens, and restrooms.									
11.	Sweep outside areas near trash containers.									
12.	Joint-service inspection, as requested by Owner.									

Floors:

- Vacuum all carpeted areas. Inspect for stains.
- Spot shampoo carpets as needed.
- Dust, mop or sweep all hard floor surfaces.
- Damp mop all resilient and tile floors.

Police Department Holding Cells and Interrogation Rooms:

- Sweep, clean and sanitize as needed. **(Holding facilities must not be in-use at time of cleaning. Custodial personnel may be asked to leave these areas from time to time.)**

CARPET AND FLOOR SCHEDULE

- All carpets cleaned bi-annually. Provider will provide a two week notice to City Project Manager via email prior to cleaning carpets.
- Resilient flooring -stripping and waxing bi-annually.
- Spot cleaning as needed covering the daily and monthly custodial tasks as outlined below:
- Pre-spot or extract, as required.

SERVICE PROCEDURES

Security of the Building, City Property, Employee Personal Property, and Keys

Provider is responsible and accountable for relocking and checking all doors when Provider or Provider's agents unlock them for servicing. Personal property of City's employees and printed materials located at City's facilities shall not be handled, read, or otherwise disturbed by custodial services personnel. All outside doors shall be kept locked while working in and about the building.

Provider shall authorize entry only to its employees and to no other persons. City shall instruct Provider as to the proper locking and security procedures for each facility. Provider shall provide to City a listing of all Provider's employees authorized to enter City's premises, including date of birth, social security number, and driver's license number.

Provider shall personally sign for all keys issued to him or her and shall be liable for all costs of re-keying of all City doors resulting from keys being misplaced or lost by Provider or his or her agents.

Any violation of security provisions by Provider, its agents or employees, is cause for immediate cancellation of the contract. All liability, cost, and damage, including, but not limited to, replacement services and attorney's fees resulting from Provider's willful or negligent release or handling of information, documents, or property contained in the building shall be borne by Provider. Provider's responsibility under this section shall not be limited by the amount of a bond or insurance provided as a condition of the contract.

Provider has the permission of the City to use lunch rooms for breaks and lunch periods. Provider has the permission of the City to use refrigerators, microwaves, lunch room chairs, and tables. Provider is not to use supplies such as food condiments, disposable utensils, plates, bowls, and cups that are owned by the City or City employees.

Identification of Provider

Provider's employees shall wear identification tags or some type of contractor identification at all times when on or in City's property.

Employee Standards

Provider agrees that the custodial services covered by this contract shall be performed by carefully selected, efficient employees, in conformity with accepted custodial practices and standards. Provider further agrees that, upon request by City, it will remove from City's premises any Provider employee who, in the reasonable opinion of City, is guilty of improper conduct, presents security concern to City, or is not qualified to perform the work assigned. Provider further agrees to provide employees who have a steady and dependable work record, and that its employees may be subject to a security check.

Performance Requirement

Provider shall perform all the work defined in the proposal on a timely basis. Except as otherwise provided, if Provider fails to perform, he or she will be notified by City either orally or in writing prior to City obtaining substitute performance.

Provider will be expected to correct all deficiencies immediately or at a time mutually agreed to between City and Provider. If Provider fails to correct the deficiency immediately or as agreed, City may deduct from payments due Provider such sums as are necessary, in City's sole opinion, to provide cover performance.

Provider shall complete all custodial work in one area, turn off all lights except those designated by City for security, then move to the next designated cleaning area.

Provider shall not operate any computer, telephone, television, photocopy equipment, heating, ventilation, or air conditioning systems without written approval of City. Provider shall use designated closets and areas for storage of equipment and supplies.

Availability of Provider

Provider's Project Manager will be available for direct telephone contact by City during all normal business hours. Provider's Project Manager must be able to understand and speak English fluently or Provider shall provide an interpreter at Provider's expense during normal business hours. Fax and email availability is preferred.

Safety/Health Standards

Provider shall instruct employees regarding and otherwise safeguard them against any possible injuries associated with cleaning agents and equipment, as well as other potential hazards within City's facilities. Provider shall comply with all applicable OSHA and Oregon OSHA laws, including Hazardous Materials Identification Rules. Provider shall properly and securely label all chemicals and cleaning agents used on City's premises. Provider shall conspicuously post current copies of safety data sheets (SDS) at each custodial storage location for each chemical product provided by Provider and shall be visible at all times.

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