

**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Associated Cleaning - Custodial Date: 8-27-24

Statement of Purpose: Second amendment

Department Head Signature: [Signature] 8-27-24

Remarks, if any: _____

City Attorney Review and Signature: Attorney drafted amendment Date: 8-27-24

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Signature Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 8/27/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

**Amendment No. 2 to Personal Services Agreement Between
City of Newport and Associated Cleaning Services, Inc.**

THIS AMENDMENT No. 2 is to the Personal Services Agreement between the City of Newport (City) and Associated Cleaning Services, Inc. (Contractor) dated September 24, 2020.

Recitals:

1. City and Contractor entered into a personal services agreement for custodial services on September 24, 2020 (Agreement) for a three-year term until September 1, 2023, with an option to extend for up to two additional one-year terms, at the City's sole discretion.
2. The parties entered into an amendment to the Agreement on June 25, 2024 for an additional one-year term, as provided for under section 2 of the Agreement, until September 1, 2024. The amendment also confirmed and acknowledged that the City and Contractor had continued with the provisions of the Agreement from September 1, 2023 until the date of execution of the amendment on June 25, 2024.
3. The parties now desire to extend the Agreement for an additional two months until November 1, 2024 to allow for issuance of a request for proposals for custodial services beyond that date.

Terms of Amendment No. 2:

City and Contractor agree to amend the Agreement, as provided for in section 9, as follows, effective on the date of the last signature below:

- A. The Agreement is hereby extended from September 1, 2024 until November 1, 2024.
- B. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport

Associated Cleaning Services, Inc.



Nina Vetter, City Manager



Name/Title: Robert Leobony / Operations Manager

Date: 8/26/24

Date: 8/21/24

**Amendment to Personal Services Agreement Between
City of Newport and Associated Cleaning Services, Inc.**

THIS AMENDMENT is to the Personal Services Agreement between the City of Newport (City) and Associated Cleaning Services, Inc. (Contractor) dated September 24, 2020.

Recitals:

1. City and Contractor entered into a personal services agreement for custodial services on September 24, 2020 (Agreement) for a three-year term until September 1, 2023, with an option to extend for up to two additional one-year terms, at the City's sole discretion.
2. The parties desire to extend the Agreement for an additional one-year term, as provided for under section 2 of the Agreement, until September 1, 2024. This Amendment also confirms and acknowledges that the City and Contractor have continued with the provisions of the Agreement from September 1, 2023 until the date of execution of this Amendment.

Terms of Amendment:

City and Contractor agree to amend the Agreement, as provided for in section 9, as follows, effective on the date of the last signature below:

- A. The Agreement is hereby extended until September 1, 2024.
- B. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport *Erik Glaven*
Acting City
manager
 FOR
Spencer R. Nebel, City Manager

Associated Cleaning Services, Inc.

 Operations Manager
Name/Title:

Date: 6-25-2024

Date: 6/30/2024

Attached for the Aug. 19 agenda packet under local contract review board is amendment no. 2 to the agreement, which is in follow-up to the amendment from the June 17 meeting - agenda item 9.E. (see links below). --David

https://granicus_production_attachments.s3.amazonaws.com/thecityofnewport/084c8e31762ab70f266f6c9760f423610.pdf

https://www.newportoregon.gov/dept/adm/agreements/3684/agreement_3684.pdf

https://www.newportoregon.gov/dept/adm/agreements/2877/agreement_2877.pdf

* * * * *

**CITY OF NEWPORT, OREGON
PERSONAL SERVICES CONTRACT**

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.**
- B. City selected Contractor to provide services pursuant to a request for proposal process, consistent with its public contracting rules.**

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on September 1, 2020. Payment shall not be made for any other services without the written agreement by the City.

Contractor shall provide the services described in the request for proposals and in Contractor's proposal (Exhibit A to this agreement). Contractor may have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

2. TERM

The term of the contract shall be three (3) years with an option to extend for up to two additional one-year terms, at City's sole discretion. This contract shall expire, unless otherwise terminated or extended, on September 1, 2023.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit B to this agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding.**
- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.**
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.**
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.**

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this contract.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

F. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this contract.

The procuring of required insurance shall not be construed to limit contractor's liability under this agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City:

Spencer R. Nebel, City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541-574-0603

Contractor:

Levi Kittel, President
Associated Cleaning Services, Inc.
P.O. Box 771
Newport, Oregon 97365
Business Phone: 541.867.7879

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.

2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If City determines that termination of this Agreement is in the best interest of the City.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
3. If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by

Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement. (See Exhibit C.)

CITY OF NEWPORT



Spencer R. Nebel, City Manager

09-18-20

Date

ASSOCIATED CLEANING SERVICES, INC.



Levi Kittel, President

9-24-20

Date

EXHIBIT A

TO PERSONAL SERVICES AGREEMENT
SERVICES TO BE PROVIDED

Services to be provided as described in the RFP for Custodial Services, and attached to this agreement as Exhibit A.

EXHIBIT A

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES



SUBMIT PROPOSAL TO:

**Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365**

Due Date: July 27, 2020 by 3:00 P.M., PDT

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS CUSTODIAL SERVICES

I. BACKGROUND

A. Proposer Entity

The City of Newport ("City") is seeking a well-qualified organization to submit a proposal to provide custodial services to the City for a period of three years with two additional periods of one year each, for a total of five years.

B. Overview

The City of Newport is a prime tourist destination and the population center of the Central Oregon Coast. Newport is the county seat of Lincoln County, and houses the offices of several federal and state agencies, including a major Coast Guard station, Oregon State University's Hatfield Marine Science Center, NOAA's Pacific Marine Operations Center, the Oregon State Police, Oregon DMV, and Oregon Employment Division offices. The City is home to the Samaritan Pacific Communities Hospital, and the main campus of the Oregon Coast Community College. OCCC is a premier educational institution and unique in its aquarist program. Its aquarist graduates are working in aquarium and research facilities throughout the country. Newport has a population of more than 10,000.

The Yaquina River flows into the Pacific Ocean through Newport's Yaquina Bay. Newport is home to the Oregon Coast Aquarium, one of the country's premier aquariums. A substantial commercial fishing fleet calls Newport home, as do several marine research vessels and a large number of private boats docked in marinas around the Bayfront. Newport is one of three deep-water ports on the Oregon Coast. Tonnage of shipping is second behind Coos Bay.

Newport has often been described as the most authentic City on the entire Oregon Coast. The City boasts numerous fine shops, restaurants, galleries, lodging establishments, and endless outdoor recreational opportunities.

Proximity to Portland and the Willamette Valley provides a strong tourism base, and the mid-latitude of Oregon provides moderate rainfall during the winter and spring months, and mild temperatures.

C. Source of Funds and Budget

The source of funds for this service is from the City's General Fund. The budget figure for FY2020/2021 has not been established.

II. RFP SPECIFICATIONS

A. Goals and Objectives

The objective of this RFP is to award a three (3) year contract, with two (2) one-year renewal options exercisable at the City's sole discretion, to an entity that will provide custodial services for the City, including, but not limited to:

1. Cleaning of City Hall offices and conference rooms;
2. Cleaning of Police Department;
3. Cleaning of 60+ Activity Center;
4. Cleaning of FBO building at the Newport Municipal Airport;
5. Cleaning of Water Treatment Plant;
6. Cleaning of Wastewater Treatment Plant;
7. Cleaning of the Library;
8. Cleaning of Fire Station 3200.

Schedules for each facility follow:

B. Scope of Services

**SCHEDULE 1
CITY HALL**

City Hall including Police Department (Offices and conference rooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday, Tuesday, and Thursday. Halls and restrooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday through Thursday.)

Offices and Conference Rooms

- a. Empty trash cans. Replace in proper position with liners in each can.

Sunday/Tuesday/Thursday

- b. Clean counters and tables.

Sunday/Tuesday/Thursday

- c. Vacuum carpeted areas in offices moving chairs, trash cans, and other movable objects. Includes under desks and between desks and walls. Spot clean carpet as needed.

Sunday/Tuesday/Thursday

- d. Vacuum upholstered furniture.

At the request of city

- e. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- f. Clean and disinfect telephones.

Weekly

- g. Dust picture frames.

Monthly

- h. Spot check, and clean if needed, all indoor glass display cases.

Sunday/Tuesday/Thursday

- i. Thoroughly clean glass in entry doors inside and out.

Monthly

- j. Dust all mini-blinds.

Annually

Council Chambers

- a. Empty trash cans. Replace in proper position with liners in each can.

Weekly

- b. Clean tables and counter tops.

Weekly

- c. Vacuum carpeted areas moving chairs and tables. Spot clean carpet as needed.

Weekly

- e. Vacuum chairs.

Monthly

- f. Shampoo chairs.

Annually

- g. Clean glass on entry doors inside and out.

Monthly

Council Kitchen and Staff Break room

- a. Vacuum carpet in staff break room.

Sunday/Tuesday/Thursday

- b. Empty trashcans and replace liners.
Sunday/Tuesday/Thursday
- c. Sweep and damp mop resilient floors.
Twice monthly
- d. Wax resilient floors.
Twice annually
- e. Clean tabletops and kitchen counters.
Sunday/Tuesday/Thursday
- f. Clean sinks.
Weekly
- g. Clean cabinet faces.
Monthly
- h. Clean exterior of refrigerators.
Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.
Sunday through Thursday
- b. Clean sinks.
Sunday through Thursday
- c. Clean mirrors.
Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Refill all dispensers.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Replace liners in both types of containers.

Sunday through Thursday

- h. Sweep and damp mop resilient floors.

Sunday through Thursday

Hallways

- a. Vacuum carpeted areas in halls, moving trash cans, and other movable objects. Spot clean carpet as needed.

Sunday through Thursday

- b. Damp mop rubber entries at north, south, east, and main entrances.

Sunday through Thursday

- c. Sweep slate in main hallway, and spot clean as needed

Sunday through Thursday

- d. Clean, sanitize, and polish drinking fountains.

Sunday through Thursday

- e. Clean decorative light fixtures in hallway.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

- b. Remove trash, cigarette butts at all entryways

**SCHEDULE 2
POLICE DEPARTMENT**

Will be cleaned between the hours of 9:00 P.M. and 6:00 A.M. on Tuesday, Thursday, and Sunday, or when requested. (Must clean on these days, not on Friday or Saturday.)

All Areas in Department (upstairs and down):

- a. Empty all trashcans. Replace in proper position with liners in each can.

Sunday/Tuesday/Thursday

- b. Vacuum all carpeted areas, moving chairs, trashcans, and other moveable objects; including under desks and between desks and walls. Spot clean carpet.

Sunday/Tuesday/Thursday

- c. Vacuum upholstered furniture.

Twice annually

- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

As requested by City

- e. Clean and disinfect telephones.

Sunday

- f. Dust picture frames.

Monthly

- g. Dust mini blinds.

Twice annually

- h. Sweep and damp mop all resilient floors.

Weekly

- i. Buff all resilient floors.

At request of city

- j. Strip and wax all resilient floors.

At request of city

- k. Clean kitchen and upstairs counters and sinks.

Sunday/Tuesday/Thursday

- l. Clean faces of kitchen cabinets, stove, and refrigerator.

Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday/Tuesday/Thursday

- b. Clean sinks.

Sunday/Tuesday/Thursday

- c. Clean mirrors.

Sunday/Tuesday/Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Weekly

- e. Refill all dispensers.

Sunday/Tuesday/Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins, and replace liners.

Sunday/Tuesday/Thursday

- h. Sweep and damp mop resilient floors, including under shower mats.

Weekly

- i. Wax all resilient floors.
Twice annually

- j. Clean and sanitize showers in both men and women's locker rooms.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

**SCHEDULE 3
SENIOR CENTER**

Facility to be cleaned after 10:00 P.M., Sunday through Thursday. Restrooms to be cleaned daily.

- a. Vacuum all carpet, moving chairs, trash cans, and other movable objects. Spot clean all spills or spots. Empty trash cans. Replace in proper position with liners in each can. Empty recycle bins.

Sunday/Tuesday/Thursday

- b. Clean, sanitize, and polish drinking fountains.

Sunday, Tuesday, Thursday

- c. Vacuum upholstered furniture.

At request of city

- d. Dust mini-blinds.

Twice annually

- e. Professionally clean all carpeted areas, by using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- f. Clean air vents and walls.

Four times annually

- g. Wash all trash cans.

As needed

- h. Clean sinks, prep kitchen, dining room, downstairs health and wellness room.

Sunday/Tuesday/Thursday

- i. Clean prep kitchen stove, hood, and exterior of refrigerator.
Monthly
- j. Clean and disinfect telephones.
Weekly
- k. Dust picture frames, countertops, and shelving.
Monthly
- l. Sweep and mop storage rooms and custodial closets.
Annually
- m. Sweep/dust mop dining room and prep kitchen.
Sunday/Tuesday/Thursday
- n. Clean mirrors in the health and wellness studio.
Check weekly, clean twice annually, unless otherwise requested.
- o. Sweep/dust mop lower level. Sweep/clean hard wood floors with special wood floor cleaner
Weekly
- p. Damp mop all resilient floors, spot checking during the week
Dining room and prep kitchen - Sunday
Basement - twice monthly
Stairs - twice monthly
- q. Strip, wax, and buff all resilient floors in the dining room, prep kitchen, commercial kitchen, and basement.
Twice annually
- r. Wash all exterior and interior windows.

Twice annually

- s. Sweep north and downstairs entrances.

Weekly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday, Tuesday, Thursday

- b. Clean sinks.

Sunday, Tuesday, Thursday

- c. Clean mirrors.

Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Check all dispensers and refill as needed.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash cans and replace liners.

Sunday through Thursday

- h. Sweep and mop resilient floors.

Sunday through Thursday

i. Wax and buff all resilient floors.

Twice annually

j. Clean and sanitize handrails in stalls.

Weekly

**SCHEDULE 4
AIRPORT BUILDING (FBO)**

Cleaned after 5:00 P.M. and before 10:00 P.M. on Sunday and Thursday.

- a. Empty all trashcans, replace liners, and return to original position.

Sunday and Thursday

- b. Clean work counters and tables.

Sunday and Thursday

- c. Sweep main floor areas moving chairs, trash cans, and other moveable objects, including under desks and between desks and walls.

Sunday and Thursday

- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- e. Clean and disinfect telephones.

Weekly

- f. Dust picture frames.

Monthly

- g. Sweep and damp mop all resilient floors.

Weekly

- h. Buff all resilient floors.

Monthly

- i. Strip, wax, and buff all resilient floors.

Twice annually

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday and Thursday

- b. Clean sinks.

Sunday and Thursday

- c. Clean mirrors.

Sunday and Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday and Thursday

- e. Refill all dispensers.

Sunday and Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Liners go in both types of containers.

Sunday and Thursday

- h. Sweep and damp mop resilient floors.

Sunday and Thursday

- i. Wax and buff all resilient floors.

Twice annually

- j. Buff all resilient floors.

Monthly

- k. Clean bathroom baseboards
Weekly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

**SCHEDULE 5
WATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 10:00 A.M. on Monday and Thursday.

- a. Empty all trash cans and replace in proper position with liners in each can.

Monday/Thursday

- b. Clean work counters and tables.

Monday/Thursday

- c. Sweep and mop all resilient floors.

Monday/Thursday

- d. Strip, refinish, and polish all resilient floors.

Twice annually

- e. Wash faces of cabinets and refrigerators, etc. in building.

Weekly

- f. Clean and disinfect telephones.

Weekly

- g. Clean interior windows.

Twice annually

Restrooms.

- a. Clean toilets above and below water line, cleaning all exterior surfaces of bowl including base.

Monday/Thursday

- b. Clean mirrors.

Monday/Thursday

- c. Clean sinks.

Monday/Thursday

- d. Check walls and electric fixtures, cleaning as needed.

Monday/Thursday

- e. Refill all dispensers.

Monday/Thursday

- f. Clean light fixtures.

Monthly

- g. Empty all trash cans; replace liners; and return to proper position.

Monday/Thursday

- h. Sweep floors.

Monday/Thursday

**SCHEDULE 6
WASTEWATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 8:00 A.M., Monday - Friday.

- a. Empty all trash cans; replace liners; and return to proper position.

Daily

- b. Clean work counters and tables.

Weekly

- c. Wash windows, inside and out, in operations building.

Twice annually

- d. Clean air vents.

Twice annually

- e. Sweep floors.

Daily

- f. Mop floors.

Monday/Wednesday/Friday

- g. Buff all resilient floors.

Four times annually

- h. Strip, refinish, and polish all resilient floors designed to be waxed.

Four times annually

- i. Wash faces of cabinets and refrigerators in building area.

Monthly

- j. Wash and disinfect telephones.

Weekly

- k. Clean restroom toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases.

Daily

- l. Clean sinks.

Daily

- m. Clean mirrors.

Daily

- n. Refill all dispensers.

Daily

**SCHEDULE 7
LIBRARY**

Shall be cleaned after 9:00 P.M. and before 8:00 A.M. on Monday, Tuesday, and Wednesday; after 6:00 P.M. and before 8:00 A.M. on Thursday, Friday, and Saturday; and after 5:00 P.M. on Sunday and before 8:00 A.M. on Monday.

Offices/Public Reading Areas/Halls and Storage Areas.

- a. Empty trash cans, recycling, and remove boxes left at trash cans. Replace in proper positions with liners in each can.

Daily

- b. Wash and dry trash cans.

At the request of the city

- c. Dust public desk tops, including under and around telephones, calculators, etc. Remove finger smudges, drink spills, etc. Replace items in their proper positions.

Weekly

- d. Dust and vacuum chairs and replace square to desk/table in an orderly fashion.

Weekly

- e. Dust and clean smudges on all counters, cabinets, tables, woodwork, bookshelves, and electric switch plates.

Daily

- f. Dust and clean all railings, ledges, and coat racks of grime and smudges.

Daily

- g. Dust pictures and frames.

Monthly

h. Dust all computer terminals, including keyboards, but **DO NOT CLEAN MONITORS.**

Weekly

i. Dust tops of shelves and display racks.

Monthly

j. Vacuum, including stairs, moving chairs, trash cans, and other movable objects, including under desks and between desks and walls. Spot clean carpet.

Daily

k. Vacuum upholstered public furniture.

Weekly

l. Professionally clean all upholstered chairs in public areas.

At request of City

m. Sweep and vacuum entry mats.

Daily

n. Professionally clean all carpeted areas. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

o. Clean air vents and walls. Check for cobwebs.

Monthly

p. Clean and disinfect telephones.

Weekly

q. Clean, sanitize, and polish drinking fountains.

Daily

- r. Sweep and/or dust mop all resilient floors.

Daily

- s. Damp mop all resilient floors.

Weekly

- t. Buff all resilient floors.

At request of city

- u. Strip and wax all resilient floors.

At request of city

- v. Clean all glass doors and windows in the entry - inside and out.

Weekly

Restrooms.

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls, including bases, flush-o-meters, and attached bases and piping.

Daily

- b. Clean sinks.

Daily

- c. Clean mirrors.

Daily

- d. Clean walls, partitions, electric fixtures, as needed.

Daily

- e. Refill all dispensers.

Daily

- f. Clean light fixtures.

Monthly

- g. Empty trash cans and replace liners.

Daily

- h. Wash and dry trash cans.

Annually

- i. Sweep and damp mop resilient floors.

Daily

- j. Buff all resilient floors.

Twice monthly

- k. Wax all resilient floors.

At request of city

Staff Room

- a. Empty trash cans and replace liners.

Daily

- b. Wash and dry trash can.

Monthly

- c. Vacuum carpet.

Daily

d. Vacuum upholstered furniture.

Weekly

e. Clean table top.

Daily

f. Clean sink and wash cabinets. Dishes will not be washed unless specified and sinks will not be washed if dirty dishes are in them.

Daily

g. Clean refrigerator door.

Monthly

Miscellaneous.

a. Wash all exterior and interior windows.

Twice annually

b. Clean and organize custodial room.

At request of City

c. Dust high ledges, fire extinguishers, Venetian blinds, and top of light fixtures.

Four times annually

d. Clean television monitors

Monthly

**SCHEDULE 8
FIRE STATION 3200**

The station shall be cleaned twice annually and scheduled by the City. The cleaning shall include:

- a. Scrub all resilient floors

At request of city

Rest Rooms and Locker Rooms

- a. Clean all resilient floors.

At request of city

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

C. Eligible Proposers

Proposals will be accepted only from organizations that:

1. Are qualified to conduct business in the State of Oregon and the City of Newport.
2. If a corporation or limited liability company, it is in good standing with the Secretary of State.

D. Contract Term

The term of the contract with the successful proposer shall be three (3) years with an option to extend for up to two additional one-year terms, at City's sole discretion, taking into account the factors set forth below. The proposer shall state if it is willing to grant the City the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms, and conditions. Contract extension will be contingent upon the availability of funds; contractor's continuing compliance with applicable federal, state, and local government legislation; and an evaluation indicating the contractor's successful performance of the contract. Where tasks are to be performed annually; twice annually, or four times annually, City will cooperate to accommodate proposer staffing resources and minimize scheduling conflicts. These tasks shall be scheduled so as to occur in evenly spaced intervals throughout the year. Cooperation and accommodation are at the sole discretion of the City.

E. Preliminary Schedule

<i>Event</i>	<i>Date</i>
Release of Request for Proposals	June 22, 2020
Pre-Proposal Conference and Tour	July 15, 2020 @ 1:00 P.M.
Proposals Due	July 27, 2020 @ 3:00 P.M.
Proposal Award Date	August 3, 2020
Contractor Begins Work	Immediately After Award

F. Pre-Proposal Conference

A Pre-Proposal Conference and Tour has been scheduled to answer questions about this RFP on Wednesday, July 15, 2020, at 1:00 P.M., at:

City of Newport City Hall
169 SW Coast Highway
Newport, Oregon 97365

Please RSVP to Peggy Hawker at 541.574.0613, or e-mail: p.hawker@newportoregon.gov to confirm your attendance.

At this conference, City staff will review the RFP document and respond to questions regarding requirements of the RFP. Following the review of the RFP and response to questions, the City will take potential proposers on a tour of the facilities included in the RFP. The City of Newport does not discriminate based on disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Please contact the City at least 72 hours in advance to request an accommodation.

G. Deadline for Submission of Proposals

The proposal must be sent electronically to p.hawker@newportoregon.gov. The deadline is for submission of proposals is 3:00 P.M., PDT, on Thursday, July 27, 2020.

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

H. Proposal Requirements

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of the terms and conditions set forth herein, ORS 279, and those required under City's Public Contracting Rules 2012 (located on City's webpage, under Administration, City Recorder). The RFP will be incorporated into any resulting Contract with the successful proposer, along with any terms of the accepted proposal which are not in conflict therewith, as well as provisions which are permissible matters for negotiation, as set forth herein. The contents of the proposal submitted by the successful proposer may become contractual obligations if a Contract is awarded.

A sample Contract, is attached hereto as Exhibit A, and by this reference, incorporated herein. In the event of a conflict between the provisions of applicable law, applicable City Public Contracting Rules 2012, this Request for Proposals, and the successful proposal, the order of precedence shall be as set forth in this sentence.

Failure of the successful proposer to accept these obligations may result in cancellation of the award. The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the City and will be a public record after the selection process is completed. Each proposal must contain the following:

Each proposal should include the following basic components and information:

- A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address, and the name, telephone number, fax number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.
- A brief description of the individual and/or firm's experience with providing janitorial service to institutional or commercial customers.
- A description of the firm's capability in providing the service(s) as described in the scope of work.
- A fee schedule for all items listed in the scope of work.
- Information regarding insurance coverage.
- The name and contact information for the primary contact person.
- Other information that may assist the City in making its selection.
- Each proposer shall also furnish a list of at least five commercial or municipal references, within the last five years, including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar services. By submitting a proposal, a proposer consents to City contacting listed references, as well as parties with whom proposer has previously contracted. The results of those contacts will be considered by City in its evaluation of proposer's proposal, and provided herein.

I. Proposal Evaluation and Selection Process

Proposals will be evaluated based upon the following categories, including references and information from entities or persons with whom Proposer has entered into contract(s) within the last five years. Proposals will be scored, and ranked. No single category is determinative, or entitled to greater weight in the evaluation process than any other. The proposal selected as the successful proposal will be determined by the highest point total, based on the categories below. The successful proposal may be eligible for negotiation as to the matters, if any, which are identified as suitable for negotiation in this RFP.

Proposer qualifications, experience, and demonstrated ability, including references and contacts with previous contracting parties	40 points
Quality and responsiveness of proposal to the Goals and Objectives and Scope of Service detailed in this RFP	40 points
Cost reasonableness, appropriateness, and necessity as compared to all other proposals to provide the services proposed within the City's annual budget and other leveraged monies	20 points

J. CONTRACT AWARD PROCESS

The City Council may accept or reject the recommendation of the staff as to the successful proposer, cancelation of the procurement, or related matters.

The successful proposer that is selected to perform the services outlined in this RFP shall enter into a contract, approved by the City Attorney, directly with the City of Newport, within thirty (30) days of the Notice of Intent to Award Contract, or such later date as determined by the City Council.

The City reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded or entered into because of false statements, or other incorrect data submitted in response to this RFP, the City reserves the right to terminate the contract, without penalty therefor, and with all rights reserved.

III. GENERAL RFP AND CITY CONTRACT INFORMATION

The following terms and conditions apply to the agreement entered into between the successful proposer and the City of Newport:

A. Budget

Total expenditures under this contract shall not exceed the amount budgeted by City. In any event, the City provides no assurance that the total amount budgeted by City will be agreed to by City in its award of contract. However, in the event City requires additional services beyond those agreed to by the parties in the contract, such services will be reduced to writing as an amendment to the contract.

B. Laws and Policies

In the performance of the work, the selected successful proposer shall abide by and conform to all applicable laws and rules of the United States, State of Oregon, and the City of Newport.

C. Costs Incurred by Proposers

All costs of proposal preparation shall be the responsibility of the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

D. General City Reservations

City reserves the right to extend the submission deadline should this be in the best interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.

The City reserves the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.

If in City's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, reissue the RFP, or execute a contract with the next highest ranked proposer, or to cancel this solicitation, all subject to compliance with applicable laws and the City's public contracting rules.

City reserves the right, subject to the City's public contracting rules and applicable statutes, to reject any and all proposals and to waive any minor informality when to do so would be advantageous to the City.

E. Termination

Any contract awarded pursuant to this RFP may be terminated by the City, with or without cause, upon 30 days prior written notification by the City to the successful proposer.

F. Proposer's Contact for Information

Proposers may contact Peggy Hawker, City Recorder/Special Projects Director, with any questions regarding the scope of work of this RFP at:

Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
541.574.0613
p.hawker@newportoregon.gov

G. Deadline for Submission of Proposals

The proposals must be received by 3:00 P.M., PDT, on Monday, July 27, 2020. Proposals may be submitted electronically to p.hawker@newportoregon.gov, with "RFP FOR CUSTODIAL SERVICES" in the subject line, or by hardcopy clearly labeled and sent or delivered to:

RFP for Custodial Services
City Manager's Office
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

H. General City Reservations

Any building keys provided to the contractor remain City property and may not be duplicated without written approval by the City. Keys shall be returned to City on demand. If the contractor loses a key, the contractor shall be responsible for replacing all locks that the lost key opened.

All requests for supplies and repairs shall be directed to Jim Guenther, City of Newport Parks Maintenance Supervisor, 169 SW Coast Highway, Newport, Oregon 97365, telephone 541.574.5878.

Contractor shall use only personnel approved by the City of Newport. The contractor (including the contractor's shareholders, officers and directors) and the personnel so assigned shall at least meet the minimum conditions and requirements for background, personal history, and character as would be required for employment by the City of Newport. Criminal convictions will be reviewed on a case-by-case basis. Arrests or other

contacts with any law enforcement agency will be reviewed on a case-by-case basis. Fingerprinting of all contractors and their employees shall be completed at least two weeks before starting on the job site. Any contractor or employee that is arrested during the contract period shall report that fact to the City immediately. Continued access to the Police Department by the contractor and/or employee who has been arrested will be determined by the Chief of Police.

EXHIBIT A

CITY OF NEWPORT, OREGON PERSONAL SERVICES CONTRACT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City selected Contractor to provide services pursuant to a request for proposal process, consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on September 1, 2020. Payment shall not be made for any other services without the written agreement by the City.

Contractor shall provide the services described in the request for proposals and in Contractor's proposal (Exhibit A to this agreement). Contractor may have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

2. TERM

The term of the contract shall be three (3) years with an option to extend for up to two additional one-year terms, at City's sole discretion. This contract shall expire, unless otherwise terminated or extended, on September 1, 2023.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit B to this agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be

asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this contract.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

F. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this contract.

The procuring of required insurance shall not be construed to limit contractor's liability under this agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City:

Spencer R. Nebel, City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541-574-0604

Contractor:

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive

statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
 5. If City determines that termination of this Agreement is in the best interest of the City.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
3. If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its

probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement. (See Exhibit C.)

City Of Newport

By: Authorized City staff person letting contract _____ Date

Contractor

By: Contractor's Name _____ Date

AMENDMENT NO. 1
TO CITY OF NEWPORT
RFP FOR CUSTODIAL SERVICES
Issued July 20, 2020

- A. All custodial employees charged with cleaning the Newport Police Department must have a CJIS (Criminal Justice Information Services) clearance.
- B. Any contractor awarded the contract must have a Property Services Contractor License through BOLI.
- C. All proposers must submit an emergency response time, i.e., if the city called and needed something cleaned immediately, how long would it take your company to respond.



Travis Levi Kittel - Owner/President of Associated Cleaning Services Inc.

PO Box 771

Newport, Or 97365

Email - levi@associatedcleaning.net

Office 541-867-7879

Fax 541-867-7420

Proposal Submittal - Custodial Services for the City of Newport, OR.

Peggy Hawker, City Recorder/Special Projects Director

City of Newport

169 SW Coast Highway

Newport, Oregon 97365

Due Date: July 27, 2020 by 3:00 P.M., PDT



Table of Contents

Cover Sheet.....	1
Table of Contents.....	2
Experience.....	3-4
References.....	5
General Info about ACS.....	6-7
General Provisions & Quality Control Plan.....	8-9
Service Agreement.....	10-35
a) General Agreement Items.....	10-12
b) Cleaning Specification Items & Frequencies.....	13-34
c) Fee Schedule and Proposal Cost for Services.....	35

Thank you for the opportunity to provide Custodial Services. We understand you have a lot to review so we will jump in and be short, but wanted to sum up why we are the best option for the cities service provider.

- ACS is community based and is invested in the health of “our” community. Associated Cleaning has been servicing Newport Oregon for over 45 years. Our involvement includes charitable contributions past and present along with involvement within the community such as, Lincoln County Food Share, Samaritan Health Systems, Lincoln Newport Rotary Club, Chamber of Commerce, Columbia Bank Warm Hearts, and Lincoln County School District just to name a few.
- ACS provides Paid Sick Time, Hourly Pay & Matching Retirement. Cleaners with no provided sick time are likely to show up to your place sick and spread illness. Cleaners paid salary are motivated to cut corners. Employees who are getting benefits, like retirement, are likely to stick around - reducing turn over issues. Plus, a company that cares about its employees’ cares about its customers.
- ACS is a Leader in Cleaning Services throughout Oregon and Washington. Associated Cleaning Services is currently servicing hundreds of locations, employing a staff of over 50 employees, manages over 10 Commercial Cleaning Companies, and we are the company that National companies call when they are needing services fixed where other providers are failing.
- ACS is dependable! Associated Cleaning operates a tracking system that notifies our supervisors when the cleaner has not arrived.
- Our office is located in Newport and we carry a support staff that can respond within 30min.
- ACS knows the accounts and the community removing the learning curve or guess at what you may get with another company.
- ACS is the best value. You can rest assured with our track record that customers get the best value of service for what they are asking for and we have the capabilities to offer alternatives to save money, increase quality, and improve the health of facilities that may not be listed in Scope of Work provided by the customer.
- Many cleaners did not provide protection against COVID-19, but the ACS product line, while also being Green, has been listed as an approved cleaner for COVID-19. Equipment also plays an important role; better tools do better jobs even if not seen. ACS uses microfiber technology for better removal of contamination as well as the ability to add HEPA filter vacuums that filter the air providing a cleaner indoor air quality for you and your staff. This all adds a little to the cost of doing business, but when your building and staff are important to you then you’ll find that these costs are relatively small.

What sets us apart from the rest?

ACS offers a wide range of services, such as a large corporation; but with the loyalty and commitment of a local vendor. Below is a list of items that sets ACS apart from many others.

Support is a continuous effort at ACS. We provide bi-weekly updates to all of our staff on all aspects of our business. With continual communication, we all grow to maximize our potential.

Our staff has more **experience** than you may expect. Medical management, construction, military, college, and industry specialty schooling.

Community: Did you know ACS employs many disabled vets, single parents, senior citizens... ACS also donates time, resources and funds to community and veterans' programs.

History is a proven testament to a company's abilities. ACS has 40 years of providing good honest service. Our growth has been from years of word of mouth advertising which only comes by providing the quality customers expect. ACS has a history of working with its customers and staff which is why ACS has grown to be your local leader in service.

Thank you for choosing Associated Cleaning Services Inc for your service provider. Other business comparable to ACS do not have all the tools, training, history and most importantly the team that cares and works hard like Rob and Levi do to ensure you get what your contract says. This can be easily seen in this packet by all the items provided by ACS.

We are committed to aspects of the Health of your staff, our City, our County, and our Community. Having a partner like ACS with our strong presence in HealthCare is a great benefit for our customers during times like today, where well-trained local ACS trained personnel are working diligently keeping your staff and facility healthy.

It is our commitment as a partner to strive and provide 100% contract completion.



ACS is the best community partner and we hold a proven track record of our capabilities. Below are just a few references that may help you in your selection.

References:

Oregon Coast Bank (6 Locations)

2002 To Present
909 SE Bay Blvd, Newport, OR 97365
Joe Postlewait
541-265-9000

Samaritan Health Service (15 Locations)

2012 To Present
930 SW Abbey St, Newport, OR 97365
Jon Conner
541-574-1808

City of Corvallis (11 Locations)

2016 To Present
1245 NE 3rd Street
John Moore
541-754-1783

Columbia Bank (60 Locations)

2014 to Present
506 SW Coast Highway, Newport, OR 97365
Julie Hanrahan
541-574-1131

Adventist Health Services (9 locations)

2012 to Present
1000 3rd St
Tillamook, OR 97141
Eric Swanson
503-842-4444

City of Salem

2011 to Present
Willow Lake Wastewater Treatment Public Works
5915 Windsor Island Road N
Keizer, OR 97303
Doug Smyres
503-588-6382

Associated Cleaning Services Inc. Reference list is confidential information that is not public information and may be used solely in the selection process of the RFO Custodial Services for City of Newport 7/2020. This information may not be shared with any outside agency, company, or competitive entity.

Purpose:

It is the Goal of Associated Cleaning Services, Inc. to provide for its customers services that accomplishes four main purposes:

- 1) Aid in setting and defining contract goals for service, staffing and management; ensuring customer is only paying for what they need.
- 2) Manage contract and provide oversight to contracted items; allowing customer to focus on their core business function.
- 3) Provide training and systems to accomplish set goals; increasing customer's knowledge that services are perform correctly, of what and when service is performed and technical base by giving them access to more tools otherwise not available.
- 4) Staff in place of customer staffing; limiting customer liability and HR needs.

It is also our goal to provide a positive influence and relationship in our communities, employees, partners and customers.

History

Associated Cleaning Services, Inc. was formed in 1975 in Newport, Oregon by Charles Kittel. Chuck started ACS after serving in the Air Force, attending Oregon State University and getting out of law enforcement. He started as a one man show doing floors at night. Since that time ACS has grown to employ more than 60 people and an additional 10 partners bring the total to 100's operating across the Oregon and Washington coast and mid-valley. In 2002, Travis "Levi" Kittel returned home from United States Marine Corp and returned to work for the family business while attending Oregon State University. In 2005, Levi graduated and moved back to Newport to help manage the growing operations. Under the new management of Levi, ACS has increased over 350% in size while still mainly relying on the 45-year practice of word of mouth marketing. Levi attributes the success of ACS to the tried and true practice his father instilled of honesty, fairness and dedication with the implantation of new technologies and expanded services and service areas. We service all types of facilities from general office and financial institutions to educational and medical facilities, from 100 square feet to 100,000 square feet. ACS services regularly 200 facilities and has 100's of locations we service on call.

Vision

To be the local leader in facility services for the Pacific Northwest.

Mission

To provide quality cleaning at a reasonable price, to provide a rewarding and enjoyable work environment for all and to be a positive influence and helping partner to our community by taking advantage of new technologies, tried and true practices and desire to always provide the best.

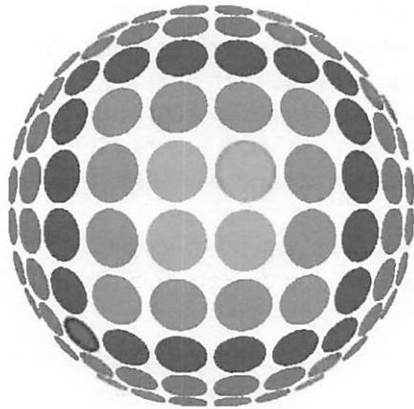
Core Values

- Quality
- Honesty
- Dedication
- Positivity
- Community

Future

ACS is looking forward to the future. Our current focus is to expand our facilities services by providing more

management and contract support. Customers with multiple sites need a company that can ensure all sites are serviced at their standards for a reasonable price so they can focus their efforts on their core business while at the same time lowering their liabilities and even cost. As always, we will continue to look for the best ways to service our customers by staying on top of industry changes and education.



IICRC

Institute of Inspection Cleaning
and Restoration Certification



GENERAL PROVISIONS & QUALITY CONTROL PLAN

Below pages (6-7) are ACS's current minimal provisions provided to all customers regardless of contract requirements.

Support supplier diversity: Hiring ACS, a Service-Disabled Veteran Owned Small Business, qualifies as supporting supplier diversity.

We use quality **Green Seal Chemicals** for a quality cleaning. Some companies will use cheap products which can lead to poor cleaning, they may have non-disinfecting qualities, be not only bad for the environment but also your health and they may damage your furnishings. ACS also provides a line of Hospital grade disinfectants; let us know if there is a specific line you would like to be on. If you have no preference, ACS will use a combination we feel provides the best in quality and cost savings while being as Green as possible.

Our management staff has more **experience** than you may expect. Levi and Rob alone have been trained and experienced in medical management, construction, military, college, business finance and economics, as well as industry specialty schooling like Fire & Water Restoration, Professional Carpet Cleaning and more.

Quality Control Plan:

Below are items ACS is currently providing above the items listed in the service agreement. These items reflect ACS's current plan to help produce higher quality services. If you wish these to be part of your required contract please ensure they are updated in your service agreement area, items not in-service agreement is subject to change without notice.

- a. ACS provides matching retirement plan and other incentives to promote long-term commitment from its staff.
- b. ACS provides paid sick time so sick employees do not need to worry about go to work and in turn spreading their illness.
- c. ACS does team building events like fishing trips with customers and employees to help foster a team atmosphere and build better communication.
- d. ACS training procedure and model uses the four learning methods of read, see, hear and do. Staff will be trained on customer specification requirements. Also, a recap and evaluation process will be performed before staff is released to work independently.
- e. ACS uses nightly check list at all locations to help ensure ACS staff knows what needs done and customer staff knows what was done and when.
- f. ACS will use a time and attendance software to track employees coming and goings of your facilities as well as type of services performed. These reports are for ACS internal use only but if an incident arises and you need to know when our staff was in that can be provided in a short matter of time.
- g. Time and attendance software to help ensure service nights are not missed.
- h. Time and attendance software help ensure employees do not do a rush job and cut out early.
- i. Hourly compensation to janitors to incentives to take full time needed.
- j. Employees will receive monthly continued safety training and sexual harassment training.
- k. Employees will receive at least one monthly inspection, retraining as needed.

- l. On top of night time training and inspections, ACS holds day time inspections by management staff at random locations. Day time visit to your site are not required unless otherwise noted in this agreement.
- m. An account log book will be kept on site with list of duties, safety protocol, SDS, communication log, contact list and more.
- n. All services provided less than monthly will be input into our service tracker which will track and schedule these (periodic) services to ensure their completion.



Service Agreement (pages 10-35 of packet)

Associated Cleaning Services, Inc. will be here after referred to as "Vendor". City of Newport will be hereafter referred to as "Customer"

JANITORIAL EQUIPMENT & CHEMICALS:

Vendor is responsible for furnishing and maintaining all required equipment and chemicals used in the janitorial performance section of this contract unless otherwise noted, (City Hall and Police Department are to use chemical station provided by Customer)... Chemicals are to be of a commercial line and from a professional supplier using Green Seal certified products when reasonably possible.

SUPPLIES:

All consumable products, paper products, plastic liners, hand soap used in the performance of will be ordered by Vendor by emailing Jim Guenther at J.Guenther@NewportOregon.gov , orders sent by 10:00am on Tuesday will be delivered by Wednesday night, supplies are paid for by Customer.

INSURANCE:

Vendor agrees to hold the customer harmless for any injuries arising out of the performance of this contract, and in connection with this also agrees to upon request provide customer with certificate of insurance listed as additionally insured with:

1. General Liability policy with minimum limits of \$5,000,000.00 per incident for bodily injury and property damage, including Broad Form Proper Damage.
2. Workers compensation coverage.
3. Liability coverage on all Vendor vehicles.
4. Fidelity Bond of at least \$50,000.00.

Pricing & Billing:

1. Vendor agrees to provide services listed in the cleaning procedures for amount listed on the attached Unit Price Proposal sheet/area.
2. Bills will be sent to, accountspayable@newportoregon.gov
3. Vendor will provide billing on or after the 1st of the month for the current months service, payment will be due 10 days after the month of service unless other arrangements are made.
4. All services described as requested by the city or as needed services are performed upon request and billed after completion at the rates described in the Fee schedule listed in Proposal.
5. Payments can be mailed to **P.O. Box 771 Newport OR 97365** or direct deposit arrangements can be made by contacting AR@associatedcleaning.net.
6. Customer agrees by accepting service the cost of service may be increase by the percentage of increase to minimum wage or other cost factors, if such an increase was unforeseen prior to submittal of this bid.
7. Vendor must provide at least 30 days' notice prior to price changes.
8. Pricing assumes observance of the 10 national holidays unless otherwise noted and therefor observance of those days will not result in a credit and failure to observe those days resulting in extra required services may result in additional fees if not listed in the RFP as open on the 10 national holidays.
9. Late fee of \$100 and an interest rate of 10% will be applied to invoices more than 60 days outstanding.

Professional Standard Items:

1. **Indemnification.** ACS shall defend, indemnify, and hold harmless the City of Newport from all liability which arises from services by ACS employees. Indemnification shall not apply to Claims to the extent caused by the sole negligence of the Customer and its parties.
2. **Equal Employment Opportunity.** ACS is and will remain an equal opportunity employer.
3. **Compliance with Laws.** ACS will comply with all present and future local, state and federal laws.
4. **Non-Disclosure.** The City of Newport acknowledges that all information and documents disclosed by ACS to The City of Newport, or that come to The City of Newport attention during the course of performance of services, constitute valuable assets of and are property of ACS, and also acknowledges that The City of Newport has a responsibility to keep ACS records and information confidential and proprietary. Therefore, The City of Newport agrees not to disclose information and documents relating to ACS and its operations, either directly or indirectly, to any person, firm or corporation. ACS agrees to uphold the same Non-Disclosure as it relates to The City of Newport.
5. **Licensed and trained to do business.** ACS is licensed and in good standing and agrees to maintain registrations, certifications, licenses and permits required by law to perform the services or listed here in the service agreement.
 - a. ACS is registered and licensed to do business in the City and State.
 - b. ACS holds certification by the IICRC if performing carpet maintenance.
 - c. ACS is certified as a small disadvantage business.
6. **Email Correspondence.** Read receipted or e-mails received and responded to are binding.
7. **Service Days.** ACS assumes on days The City of Newport; office is not open ACS has a window to provide service of one hour after close to one hour before opening of the following business day.

Staffing/Independent Vendor:

1. ACS is an independent Vendor. ACS employees to be used in the fulfillment of this contract are not employees, agents or servants of The City of Newport, and as such are not entitled to benefits extend to The City of Newport, employees.
2. ACS will provide adequate backup staffing to cover positions. In cases of positions requiring clearances ACS will provide enough clearances to cover 45 days or 30 days after position is filled and awaiting clearance or access, whichever is less. If customer is unable to provide clearance or access within the 30 days services may be missed or charged extra to cover.
3. All employees used in the performance of this contract are employees of ACS Daily services will not be subcontracted.
4. ACS holds all liability of employees used in performance of this contract.
5. ACS will background screen all employees through Oregon State Police. Additional clearance request will be billed to Customer.
6. All staff has HIPAA/Non-Disclosure Confidentiality agreements and training. Do not move papers or personal items on people desk to clean.

7. Sub Vendor and/or Vendors of Contracted Vendor will fall under the same rules and guidelines.
8. Customer agrees that employees and vendors are employed/contracted by ACS and agrees not to hire vendors and employees of ACS within one year of working for ACS at your facility. If service is terminated customer will not hire or allow other custodial service Vendors to hire any ACS employee or vendor used in the performance of this contract for a period of at least one year after the termination of the contract with ACS.
9. ACS will pay employees on an hourly basis to not incentives rushed performance.
10. ACS provides paid sick time to reduce the chances of sick employees showing up to work and spreading viruses.

Management Standards and Expectations: The most important thing a customer gets when hiring a service provider is the business structure and even more team, anyone can hirer an employee but few can manage the customers' needs correctly. Below are some of the expectation Vendor will meet or exceed.

1. ACS will provide 24/7 on call emergency services with a 30 min. response time.
2. ACS will respond to voice mails within 12 hours and will follow up conversations with recap emails.
3. ACS will respond to emails by the end of the following business day.
4. ACS will be trained in blood borne pathogens, Bio Hazard, Sharps and Cross Contamination.
5. ACS is responsible for having a working HR department to ensure employees' rights are taken care of and ensure no harassment of any type is happening.
6. ACS will ensure to meet time frames set in emails or notify Customer immediately if they are unable to.
7. ACS will communicate all necessary information to customer in a timely fashion to minimize reactive work and try to be more proactive.
8. ACS will review contract at least yearly with all locations points of contact to ensure everyone understand what is in the contract and review its success and if there are any needs for future plans, goals or adjustments.
9. ACS will ensure staff receives full training and demonstrates full understanding of duties to be performed and staff signs off on their expectations to the Customer and training has been received.
10. ACS will ensure all is done on a management level to ensure all sections of this agreement are in compliance. As it relates to the janitor, Vendor will make sure all training, supervisor and staffing requirements are fulfilled and work with The City of Newport, to replace or retain janitors as needed. (The City of Newport, to ensure supervision levels in contract are acceptable)

**SCHEDULE 1
CITY HALL**

City Hall including Police Department (Offices and conference rooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday, Tuesday, and Thursday. Halls and restrooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday through Thursday.)

Offices and Conference Rooms

- a. Empty trash cans. Replace in proper position with liners in each can.
Sunday/Tuesday/Thursday
- b. Clean counters and tables.
Sunday/Tuesday/Thursday
- c. Vacuum carpeted areas in offices moving chairs, trash cans, and other movable objects. Includes under desks and between desks and walls. Spot clean carpet as needed.
Sunday/Tuesday/Thursday
- d. Vacuum upholstered furniture.
At the request of city
- e. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)
At request of City
- f. Clean and disinfect telephones.
Weekly
- g. Dust picture frames.
Monthly
- h. Spot check, and clean if needed, all indoor glass display cases.
Sunday/Tuesday/Thursday
- i. Thoroughly clean glass in entry doors inside and out.
Monthly
- j. Dust all mini-blinds.

Annually

Council Chambers

- a. Empty trash cans. Replace in proper position with liners in each can.

Weekly

- b. Clean tables and counter tops.

Weekly

- c. Vacuum carpeted areas moving chairs and tables. Spot clean carpet as needed.

Weekly

- e. Vacuum chairs.

Monthly

- f. Shampoo chairs.

Annually

- g. Clean glass on entry doors inside and out.

Monthly

Council Kitchen and Staff Break room

- a. Vacuum carpet in staff break room.

Sunday/Tuesday/Thursday

- b. Empty trashcans and replace liners.

Sunday/Tuesday/Thursday

- c. Sweep and damp mop resilient floors.

Twice monthly

- d. Wax resilient floors.

Twice annually

- e. Clean tabletops and kitchen counters.

- f. Clean sinks.
Sunday/Tuesday/Thursday

Weekly

- g. Clean cabinet faces.

Monthly

- h. Clean exterior of refrigerators.

Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday through Thursday

- b. Clean sinks.

Sunday through Thursday

- c. Clean mirrors.
Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Refill all dispensers.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Replace liners in both types of containers.

Sunday through Thursday

- h. Sweep and damp mop resilient floors.

Hallways

- a. Vacuum carpeted areas in halls, moving trash cans, and other movable objects. **Spot clean carpet as needed.**

Sunday through Thursday

- b. Damp mop rubber entries at north, south, east, and main entrances.

Sunday through Thursday

- c. Sweep slate in main hallway, and spot clean as needed

Sunday through Thursday

- d. Clean, sanitize, and polish drinking fountains.

Sunday through Thursday

- e. Clean decorative light fixtures in hallway.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

- b. Remove trash, cigarette butts at all entryways

**SCHEDULE 2
POLICE DEPARTMENT**

Will be cleaned between the hours of 9:00 P.M. and 6:00 A.M. on Tuesday, Thursday, and Sunday, or when requested. **(Must clean on these days, not on Friday or Saturday.)**

All Areas in Department (upstairs and down):

- a. Empty all trashcans. Replace in proper position with liners in each can.

Sunday/Tuesday/Thursday
- b. Vacuum all carpeted areas, moving chairs, trashcans, and other moveable objects; including under desks and between desks and walls. Spot clean carpet.

Sunday/Tuesday/Thursday
- c. Vacuum upholstered furniture.

Twice annually
- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

As requested by City
- e. Clean and disinfect telephones.

Sunday
- f. Dust picture frames.

Monthly
- g. Dust mini blinds.

Twice annually
- h. Sweep and damp mop all resilient floors.

Weekly
- i. Buff all resilient floors.

At request of city

- j. Strip and wax all resilient floors.

At request of city

- k. Clean kitchen and upstairs counters and sinks.

Sunday/Tuesday/Thursday

- l. Clean faces of kitchen cabinets, stove, and refrigerator.

Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday/Tuesday/Thursday

- b. Clean sinks.

Sunday/Tuesday/Thursday

- c. Clean mirrors.

Sunday/Tuesday/Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Weekly

- e. Refill all dispensers.

Sunday/Tuesday/Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins, and replace liners.

Sunday/Tuesday/Thursday

- h. Sweep and damp mop resilient floors, including under shower mats.

Weekly

- i. Wax all resilient floors.

- j. Clean and sanitize showers in both men and women's locker rooms.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

**SCHEDULE 3
SENIOR CENTER**

Facility to be cleaned after 10:00 P.M., Sunday through Thursday. Restrooms to be cleaned daily.

- a. Vacuum all carpet, moving chairs, trash cans, and other movable objects. Spot clean all spills or spots. Empty trash cans. Replace in proper position with liners in each can. Empty recycle bins.

Sunday/Tuesday/Thursday

- b. Clean, sanitize, and polish drinking fountains.

Sunday, Tuesday, Thursday

- c. Vacuum upholstered furniture.

At request of city

- d. Dust mini-blinds.

Twice annually

- e. Professionally clean all carpeted areas, by using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- f. Clean air vents and walls.

Four times annually

- g. Wash all trash cans.

As needed

- h. Clean sinks, prep kitchen, dining room, downstairs health and wellness room.

Sunday/Tuesday/Thursday

- i. Clean prep kitchen stove, hood, and exterior of refrigerator.

Monthly

- j. Clean and disinfect telephones.

Weekly

- k. Dust picture frames, countertops, and shelving.

Monthly

- l. Sweep and mop storage rooms and custodial closets.

Annually

- m. Sweep/dust mop dining room and prep kitchen.

Sunday/Tuesday/Thursday

- n. Clean mirrors in the health and wellness studio.

Check weekly, clean twice annually, unless otherwise requested.

- o. Sweep/dust mop lower level. Sweep/clean hard wood floors with special wood floor cleaner

Weekly

- p. Damp mop all resilient floors, spot checking during the week

Dining room and prep kitchen – Sunday

Basement – twice monthly

Stairs – twice monthly

- q. Strip, wax, and buff all resilient floors in the dining room, prep kitchen, commercial kitchen, and basement.

Twice annually

- r. Wash all exterior and interior windows.

Twice annually

- s. Sweep north and downstairs entrances.

Weekly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday, Tuesday, Thursday

- b. Clean sinks.

Sunday, Tuesday, Thursday

- c. Clean mirrors.

Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Check all dispensers and refill as needed.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash cans and replace liners.

Sunday through Thursday

- h. Sweep and mop resilient floors.

Sunday through Thursday

- i. Wax and buff all resilient floors.

Twice annually

- j. Clean and sanitize handrails in stalls.

Weekly

**SCHEDULE 4
AIRPORT BUILDING (FBO)**

Cleaned after 5:00 P.M. and before 10:00 P.M. on Sunday and Thursday.

- a. Empty all trashcans, replace liners, and return to original position.
Sunday and Thursday
- b. Clean work counters and tables.
Sunday and Thursday
- c. Sweep main floor areas moving chairs, trash cans, and other moveable objects, including under desks and between desks and walls.
Sunday and Thursday
- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)
At request of City
- e. Clean and disinfect telephones.
Weekly
- f. Dust picture frames.
Monthly
- g. Sweep and damp mop all resilient floors.
Weekly
- h. Buff all resilient floors.
Monthly
- i. Strip, wax, and buff all resilient floors.
Twice annually

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday and Thursday

- b. Clean sinks.

Sunday and Thursday

- c. Clean mirrors.

Sunday and Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday and Thursday

- e. Refill all dispensers.

Sunday and Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Liners go in both types of containers.

Sunday and Thursday

- h. Sweep and damp mop resilient floors.

Sunday and Thursday

- i. Wax and buff all resilient floors.

Twice annually

- j. Buff all resilient floors.

Monthly

- k. Clean bathroom baseboards

Weekly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

**SCHEDULE 5
WATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 10:00 A.M. on Monday and Thursday.

- a. Empty all trash cans and replace in proper position with liners in each can.

Monday/Thursday

- b. Clean work counters and tables.

Monday/Thursday

- c. Sweep and mop all resilient floors.

Monday/Thursday

- d. Strip, refinish, and polish all resilient floors.

Twice annually

- e. Wash faces of cabinets and refrigerators, etc. in building.

Weekly

- f. Clean and disinfect telephones.

Weekly

- g. Clean interior windows.

Twice annually

Restrooms.

- a. Clean toilets above and below water line, cleaning all exterior surfaces of bowl including base.

Monday/Thursday

- b. Clean mirrors.

Monday/Thursday

- c. Clean sinks.

Monday/Thursday

- d. Check walls and electric fixtures, cleaning as needed.

Monday/Thursday

- e. Refill all dispensers.

f. Clean light fixtures.

Monthly

g. Empty all trash cans; replace liners; and return to proper position.

Monday/Thursday

h. Sweep floors.

Monday/Thursday

**SCHEDULE 6
WASTEWATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 8:00 A.M., Monday – Friday.

- a. Empty all trash cans; replace liners; and return to proper position.

Daily

- b. Clean work counters and tables.

Weekly

- c. Wash windows, inside and out, in operations building.

Twice annually

- d. Clean air vents.

Twice annually

- e. Sweep floors.

Daily

- f. Mop floors.

Monday/Wednesday/Friday

- g. Buff all resilient floors.

Four times annually

- h. Strip, refinish, and polish all resilient floors designed to be waxed.

Four times annually

- i. Wash faces of cabinets and refrigerators in building area.

Monthly

- j. Wash and disinfect telephones.

Weekly

- k. Clean restroom toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases.

Daily

- l. Clean sinks.

Daily

m. Clean mirrors.

Daily

n. Refill all dispensers.

Daily

**SCHEDULE 7
LIBRARY**

Shall be cleaned after 9:00 P.M. and before 8:00 A.M. on Monday, Tuesday, and Wednesday; after 6:00 P.M. and before 8:00 A.M. on Thursday, Friday, and Saturday; and after 5:00 P.M. on Sunday and before 8:00 A.M. on Monday.

Offices/Public Reading Areas/Halls and Storage Areas.

a. Empty trash cans, recycling, and remove boxes left at trash cans. Replace in proper positions with liners in each can.

Daily

b. Wash and dry trash cans.

At the request of the city

c. Dust public desk tops, including under and around telephones, calculators, etc. Remove finger smudges, drink spills, etc. Replace items in their proper positions.

Weekly

d. Dust and vacuum chairs and replace square to desk/table in an orderly fashion.

Weekly

e. Dust and clean smudges on all counters, cabinets, tables, woodwork, bookshelves, and electric switch plates.

Daily

f. Dust and clean all railings, ledges, and coat racks of grime and smudges.

Daily

g. Dust pictures and frames.

Monthly

h. Dust all computer terminals, including keyboards, but **DO NOT CLEAN MONITORS.**

Weekly

i. Dust tops of shelves and display racks.

Monthly

j. Vacuum, including stairs, moving chairs, trash cans, and other movable objects, including under desks and between desks and walls. Spot clean carpet.

Daily

k. Vacuum upholstered public furniture.

Weekly

l. Professionally clean all upholstered chairs in public areas.

At request of City

m. Sweep and vacuum entry mats.

Daily

n. Professionally clean all carpeted areas. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

o. Clean air vents and walls. Check for cobwebs.

Monthly

p. Clean and disinfect telephones.

Weekly

q. Clean, sanitize, and polish drinking fountains.

Daily

r. Sweep and/or dust mop all resilient floors.

Daily

s. Damp mop all resilient floors.

Weekly

t. Buff all resilient floors.

At request of city

u. Strip and wax all resilient floors.

At request of city

v. Clean all glass doors and windows in the entry – inside and out.

Weekly

Restrooms.

a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls, including bases, flush-o-meters, and attached bases and piping.

Daily

b. Clean sinks.

Daily

c. Clean mirrors.

Daily

d. Clean walls, partitions, electric fixtures, as needed.

Daily

e. Refill all dispensers.

Daily

f. Clean light fixtures.

Monthly

g. Empty trash cans and replace liners.

Daily

h. Wash and dry trash cans.

Annually

i. Sweep and damp mop resilient floors.

Daily

j. Buff all resilient floors.

Twice monthly

k. Wax all resilient floors.

At request of city

Staff Room

a. Empty trash cans and replace liners.

Daily

b. Wash and dry trash can.

Monthly

c. Vacuum carpet.

Daily

Weekly

e. Clean table top.

Daily

f. Clean sink and wash cabinets. Dishes will not be washed unless specified and sinks will not be washed if dirty dishes are in them.

Daily

g. Clean refrigerator door.

Monthly

Miscellaneous.

a. Wash all exterior and interior windows.

Twice annually

b. Clean and organize custodial room.

At request of City

c. Dust high ledges, fire extinguishers, Venetian blinds, and top of light fixtures.

Four times annually

d. Clean television monitors

Monthly

**SCHEDULE 8
FIRE STATION 3200**

The station shall be cleaned twice annually and scheduled by the City. The cleaning shall include:

- a. Scrub all resilient floors

At request of city

Rest Rooms and Locker Rooms

- a. Clean all resilient floors.

At request of city

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

- 1) When servicing common areas general items should be placed back to their proper location if no designated location then with an orderly position.

Fee Schedule

Hot water Carpet Extraction	\$0.75 per yard (\$150 minimum, per location)
Carpet Spotting Treatment	\$50.00 per service, per location
Burnishing Resilient Flooring	\$0.40 per square foot
Buffing/Scrubbing Resilient Flooring	\$0.50 per square foot
Waxing	\$0.45 per square foot
Strip and Wax	\$0.90 per square foot
Contract as requested cleanings	\$30.00 per hour

Proposal – Associated Cleaning Proposes the following billing schedule that follows the provided RFP and is willing to grant the City the option to extend the contract for two additional periods under the same prices, terms, and conditions, prices are firm and shall have no increases unless government mandates increase cost to doing business.

Location Name	Monthly	Monthly Cost Year 1 with Community Package 10% Discount	Annual Cost Year 1 with Community Package 10% Discount applied
Newport City Airport	\$ 374.24	\$ 340.22	\$ 4,082.6
Newport City Library	\$ 2,268.07	\$ 2,061.88	\$ 24,742.5
Newport City Hall & PD	\$ 1,569.28	\$ 1,426.61	\$ 17,119.3
Newport City Senior Center	\$ 1,363.55	\$ 1,239.59	\$ 14,875.0
Newport City Waste Water Treatment	\$ 609.97	\$ 554.52	\$ 6,654.2
Newport City Water Treatment	\$ 782.93	\$ 711.76	\$ 8,541.0
Fire Department	\$ 47.62	\$ 43.29	\$ 519.4
Total	\$ 7,015.65	\$ 6,377.86	\$ 76,534.3

Authorization. The persons signing this Agreement are authorized to sign and enter into contracts on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective authorizes representative, the day and year below written.

VENDOR

CUSTOMER

By: Travis Levi Kittel

By: _____

Print: Travis Levi Kittel

Print: _____

Date: 7/27/2020

EXHIBIT C
TO PERSONAL SERVICES AGREEMENT
RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. **Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.**
2. **Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.**
3. **Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.**
4. **Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.**

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. **Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.**
2. **Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.**

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

1. **An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.**
2. **In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for**

individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

- 3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.**

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

