

(Defeated)

RESOLUTION NO. 1078

A RESOLUTION APPROVING THE BID PROCESS, ACCEPTING THE LOWEST RESPONSIBLE BID, AWARDING THE CONTRACT FOR JANITORIAL SERVICES TO THE LOWEST RESPONSIBLE BIDDER AND VERIFYING PROJECT FUNDING.

WHEREAS, the City Council sits as the Contract Review Board and makes the following findings:

- 1) The City has duly advertised a request for bids for City Janitorial Services; and
- 2) Six companies submitted bids; and
- 3) Four of the companies failed to submit required resident bidder statements and are therefore disqualified; and
- 4) Holtz Enterprise, Inc., is the lowest responsible bidder at a monthly bid price of \$2,835; and
- 5) The award of contract to Holtz Enterprise will neither promote favoritism or diminish competitiveness in public contracting.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The findings as recited above are hereby incorporated herein.
2. Holtz Enterprise, Inc., as the lowest responsible bidder is awarded the Janitorial Services contract, a copy of which is marked Exhibit "A", attached hereto and incorporated herein, for the monthly bid price of \$2,835.
3. The City Manager or her designee is authorized to enter into the above mentioned Janitorial Services contract on behalf of the City.

~~ADOPTED~~ DEFEATED by the Wilsonville City Council at a regular meeting thereof this 20th day of December 1993, and filed with the Wilsonville City Recorder this date.


GERALD A. KRUMMEL, Mayor

ATTEST:

Vera A. Rojas

VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:


Mayor Krummel	<u>AYE</u>
Councilor Van Eck	<u>NO</u>
Councilor Carter	<u>AYE</u>
Councilor Hawkins	<u>NO</u>
Councilor Lehan	<u>NO</u>



City of
WILSONVILLE
in OREGON

30000 SW Town Center Loop E
Wilsonville, Oregon 97070
FAX (503) 682-1015
(503) 682-1011

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RAY SHORTEN 
SENIOR ACCOUNTANT

STEVE MUNSTERMAN
PROPERTY MAINTENANCE SUPERVISOR

DATE: DECEMBER 16, 1993

RE: RECOMMENDATION FOR AWARDING THE CONTRACT FOR CITY
JANITORIAL SERVICES

A request for bids for City Janitorial Services was formally advertised in The Daily Journal of Commerce and the Wilsonville Spokesman. (attached)

Six companies submitted bids in response to the City's published request for bids. An addendum attachment #1 was sent to all participants. This attachment contained (3) three addendum. (attached)

Addendum #1 requires a \$25,000 bond be posted to protect the City against acts of theft.

Addendum #2 clarified the issue of non-restroom sinks as being included in the proposal.

Addendum #3 clarified the desired days of service at the Community Center.

The six firms who submitted bids and the documentation included with the bids included on the attached sheets.

In keeping with the Attorney General's Model Public Contract Rules Manual, we find that only (2) two vendors substantially complied with the submission requirements. The other (4) four firms failed to submit resident bidder statements with their bids.

The two bidders who did submit statements are:

Holtz Enterprises Inc.
P.O. Box 7
Beaverton, OR 97075

and

Advanced Building Services, Inc.
5901 SW Macadam Ave., Suite 230
Portland, OR 97201

All participants were issued the same specifications and detail of service the City is requiring. Because the four firms failed to submit all the documentation required, we are recommending the following:

1. Disqualify all four firms who failed to submit all required documentation with bids.
2. Award bid to lowest bidder of the two remaining qualified bidders:
Holtz Enterprises, Inc.

The rest of the documentation submitted is on file with the Bid Documents.

The City of Wilsonville, Oregon, will be receiving bids for contracting of Janitorial Services for City owned buildings. Bids will be accepted until 2 p.m. on November 24, 1993. Bid forms and details of bid specifications may be obtained by writing to: City of Wilsonville, Attn: Property Maintenance Supervisor, 30000 S. W. Town Center Loop East, Wilsonville, OR 97070; or in person at the City of Wilsonville Public Works Department, 8455 S. W. Elligsen Road, Wilsonville, OR 97070, or by phone request: 682-4092.

Bids must be addressed to: City of Wilsonville, Attn: Steve Munsterman, Property Maintenance Supervisor, 30000 S. W. Town Center Loop East, Wilsonville, OR 97070.

All bids must be submitted in a sealed envelope, clearly marked, "Janitorial Service Bid". Bids will be publicly opened at 2 p.m. on November 24, 1993, at City Hall, large conference room, 30000 S. W. Town Center Loop East, Wilsonville, OR 97070. Any bids not complying with all prescribed public bidding procedures and requirements may be rejected.

Any or all bids may be rejected for a good cause upon a finding that it is in the public interest to do so. All bids must include a statement as to whether bidder is a "resident bidder" as defined in ORS 279.029. Bidder need not be licensed under ORS 468.883.

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279.029 Award of contract; bond; waiver of bond in case of emergency. (1) After the bids are opened as required by ORS 279.027, and after a determination is made that a contract is to be awarded, the public contracting agency shall award the contract to the lowest responsible bidder.

(2) In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

(3) The Department of General Services on or before January 1 of each year shall publish a list of states that give preference to in-state bidders with the percent increase applied in each such state. The public contracting agency may rely on the names of states and percentages so published in determining the lowest responsible bidder without incurring any liability to any bidder.

(4) The successful bidder shall:

(a) Promptly execute a formal contract.

(b) If the contract is for a public improvement, execute and deliver to the public contracting agency a good and sufficient bond, to be approved by the public contracting agency, in a sum equal to the contract price for the faithful performance of the contract. In lieu of a surety bond, the public contracting agency may permit the successful bidder to submit a cashier's check or certified check in an amount equal to 100 percent of the contract price.

(5) In cases of emergency, or where the interest or property of the public contracting agency probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient bond for the faithful performance of any public contract may be excused, if a declaration of such emergency is made and concurred in by all members of the governing board of the public contracting agency.

(6) As used in this section:

(a) "Lowest responsible bidder" means the lowest bidder who has substantially complied with all prescribed public bidding procedures and requirements and who has not been disqualified by the public contracting agency under ORS 279.037.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection.

(c) "Nonresident bidder" means a bidder who is not a "resident bidder" as defined by paragraph (b) of this subsection. [Formerly 279.075; 1981 c.466 §2; 1987 c.865 §1]

279.030 [Amended by 1971 c.659 §1; repealed by 1975 c.771 §33]

279.031 Return or retention of bid security. Upon the execution of the contract and bond by the successful bidder, the bid security of the successful bidder shall be returned to the bidder. The bidder who is awarded a contract and who fails promptly and properly to execute the contract or bond shall forfeit the bid security that accompanied the successful bid. The bid security shall be taken and considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The bid security of unsuccessful bidders may be returned to them when the bids have been opened and the contract has been awarded, and shall not be retained by the public body after the contract has been duly signed. [Formerly 279.080; 1981 c.712 §2]

279.032 [Repealed by 1975 c.771 §33]

279.033 Exemption of contracts from bid security and bond. The director or board may exempt certain contracts or classes of contracts from the requirement for bid security and from the requirement that a good and sufficient bond be furnished to assure performance of the contract and payment of obligations incurred in the performance; provided, however, the public contracting agency may require bid security and a good and sufficient performance and payment bond even though the contract is of a class exempted by the director or board. [1975 c.771 §11; 1983 c.690 §7]

279.034 [Repealed by 1975 c.771 §33]

279.035 Rejection of bids. The public contracting agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject any or all bids upon a finding of the agency it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. [1975 c.771 §12; 1985 c.724 §2]

279.036 [Amended by 1969 c.607 §1; repealed by 1975 c.771 §33]

279.037 Disqualification of bidder. (1) A public contracting agency may disqualify any person as a bidder on a public contract if the agency finds:

(a) The person does not have sufficient financial ability to perform the contract. If a bond is required to insure performance of a contract, evidence that the person can acquire a surety bond in the amount and type



City of
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**JANITORIAL SERVICE
REQUEST FOR PROPOSAL
ADDENDUM ATTACHMENT NO. 1
NOVEMBER 19, 1993**

1. Bonding Information

To clarify the issue on the 2nd page of Packet: All bid proposals must contain: "2. Bonding Information."

Addendum #1:

The City is requiring a Bond in the amount of \$25,000 (twenty-five thousand dollars) to protect the City of Wilsonville against intentional acts of theft.

2. Sinks - non restroom

To clarify issue of non-restroom sinks (hand basins) not being included in proposal.

Addendum #2:

Add to all schedules A, B and C: Clean, sanitize, and polish all sinks, hand basins, etc. at the frequency of service per the schedule.

3. Days of Service at Community Center

To clarify issue of desired service days at Community Center (Schedule).

Addendum #3:

The days of service for the Community Center shall be Monday, Tuesday, Wednesday, Friday and Saturday or Sunday.

PROJECT UPDATE

December 2, 1993

**To: All vendors who submitted a bid for Janitorial Services
to the City of Wilsonville**

Enclosed, please find a listing of the bids opened on November 24, 1993.

This listing rates the bids by the dollar amount bid by each vendor. Staff will review the bids submitted and make a recommendation to the City Council for award or rejection.

This was originally scheduled to occur at the City Council meeting on December 8, 1993. However, due to a full agenda for that meeting, Council consideration for awarding the bid has been rescheduled to their meeting on December 20, 1993.

If you have any questions, please give our office a call.

Sincerely,



Ray Shorten
Senior Accountant

cc Steve Munsterman

JANITORIAL CONTRACT
 CITY OF WILSONVILLE
 Bid Opening 11/24/93
 2:00PM

Vendor Name and Address	BID DOCUMENT SIGNED ?	RESIDENT BIDDER STATEMENT?	PRE BID WALKTHRU ?	PROOF OF INSURANCE ?	BONDING INFORMATION ?	SEALED BID ?	MONTHLY BID AMOUNT
Holtz Enterprises Inc. P.O. Box 7 Beaverton OR 97075	YES	YES	YES	YES	YES	YES	\$2,835.00 #2
City Services, Inc. P.O. Box 42126 Portland OR 972422	YES	NO	YES	YES	YES	YES	\$3,718.00 #3
Ford Janitorial Services, Inc. 901 Rainier Ave. N. Suite B203 Renton WA 98055	YES	APPLIED FOR	YES	YES	YES	YES	\$4,956.50 #6
Advanced Building Services 5901 S.W. Macadam Ave. Suite 230 Portland OR 97201	YES	YES	YES	YES	YES	YES	\$4,030.00 #5
Wright Maintenance 5705 N. Wilbur Portland OR 97217	YES	NO	YES	YES	YES	YES	\$825.00 #1
Servicemaster Building Maintenance 20040 S.W. Edy Rd. Sherwood OR 97140	YES	NO	YES	YES	YES	YES	\$3,948.00 #4

Exhibit "A"

CITY OF WILSONVILLE, OREGON
CONTRACT FOR PERSONAL SERVICES

CONTRACT TITLE: Janitorial Service
CONTRACT NO: 93-101

This Contract, made and entered into this ___ day of _____ 1993, by and between the City of Wilsonville, a municipal corporation of the State of Oregon, hereinafter called "City" and (full name and address of person or firm)

hereinafter called "Contractor", duly authorized to perform such services in Oregon.

WITNESSETH:

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this Agreement shall be from the 1st day of January, 1994, to and including the 30th day of June, 1995, unless sooner terminated under the provisions hereof. Annual renewal is subject to negotiation, which shall commence by no later than March 1, 1995, and is further subject to City's budget approval process.

2. Services

Contractor's services under this Agreement shall consist of those stated in the task schedule attached as Exhibit A and any other related specifications defined in the bid packet.

3. Contractor Identification

Contractor shall furnish to the City its employer identification number, as designated by the Internal Revenue Service, or Contractor's Social Security number, as City deems applicable.

Contractor must furnish to the City a copy of the Oregon State Police Complete Criminal History report for each employee prior to employee being granted access to any City building. The City reserves the right to prohibit entry to City facilities of any Contractor employee based upon information contained in that employee's Oregon State Police complete Criminal History Report.

4. Compensation

A. City agrees to pay Contractor \$_____ per month commencing ___ day of _____, 1993, and each succeeding day of the month thereafter through June 30, 1995.

B. Payment shall be based upon the following applicable terms:

1. Upon receipt of Contractor's bill.
2. At least 10 days prior to the due date of each payment, Contractor shall prepare and submit to the Property Maintenance Supervisor, 30000 S. W. Town Center Loop East, Wilsonville, Oregon, 97070, a statement of services rendered, indicating hours and dates of services together with a request for payment.
3. Payment by the City shall release the City from any further obligation for payment to Contractor for service performed or expenses incurred as of the date of the statement of services.

5. Weekly Inspection Report

Contractor shall submit to the City a weekly inspection report of tasks completed. If tasks are not completed on semi-weekly, weekly, monthly, or quarterly basis an explanation shall accompany the report.

6. Contractor Is Independent Contractor

- A. Contractor's services shall be provided under the general supervision of City's project director, or designee, but Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 4 of this Agreement.
- B. In the event Contractor is to perform the services described in this Agreement without the assistance of others, Contractor hereby agrees to file a joint declaration with City to the effect that Contractor's services are those of an independent contractor, as provided under Chapter 864 Oregon Laws 1979.
- C. Contractor acknowledges that for all purposes related to this agreement, Contractor is and shall be deemed to be an independent contractor and not an employee of City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that Contractor is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due 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 result of said 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 said finding.
- D. The undersigned Contractor hereby represents that no employee of the City of Wilsonville, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. Subcontracts - Assignment & Delegation

- A. Contractor shall not subcontract or permit any portion of work to be further subcontracted except as provided in the proposal without the prior written approval of City, and Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

B. This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

8. Contractor- Payment of Benefits - Hours of Work

A. The Contractor shall: (1) make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in this contract; (2) pay all contributions or amount due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this contract; (3) not permit any lien or claim to be filed or prosecuted against the City of Wilsonville, on account of any labor or material furnished; (4) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of Wilsonville may pay such claim to the person furnishing the labor or services and change the amount of the payment against funds due or to become due the Contractor by reason of such contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

9. Contractor's Employees Medical Payments

Contractor agrees to pay promptly as due, to any person, copartnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, all sums which the Contractor agreed to pay for such services and all monies and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for providing or paying for such service.

10. Early Termination

A. This Agreement may be terminated without cause prior to the expiration of the agreed upon term as provided by ORS 279.326 as follows:

1. By mutual written consent of the parties;
2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person; or
3. By City, effective upon delivery of written notice to Contractor by certified mail or in person.

B. Payment of Contractor shall be as provided by ORS 279.330 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination .

11. Cancellation for Cause

City may cancel all or any part of this Contract if Contractor breaches any of the terms hereof or in the event of any of the following: Insolvency of Contractor; voluntary or involuntary petition in bankruptcy by or against Contractor; appointment of a receiver or trustee for Contractor, or an assignment for benefit of creditors of Contractor. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation. In the alternative and at the City's sole option, the City may correct, without waiving its right to cancel the contract, the breach or cause to have another qualified contractor to correct the breach and to deduct the cost of said corrections from the contractor's monthly payment or payments.

12. Access to Records

City shall have access to such 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. Work is Property of City

All work performed by Contractor under this Agreement shall be the property of City.

14. Adherence to Law

- A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.
- C. As provided by ORS 279.315, all applicable provisions of federal, state or local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and effect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken.

The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the additional work.

15. Changes

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to

this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

16. Force Majeure

Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

17. Nonwaiver

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

18. Warranties

Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefor shall relieve Contractor from liability under warranties contained in or implied by this contract.

19. Attorney's Fees

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

20. Applicable Law

This contract will be governed by the laws of the State of Oregon.

21. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

22. Indemnification

Contractor agrees to indemnify and to hold harmless the City, its Officers, Employees, and Agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to City, Contractor or others, resulting from arising out of, or in any way connected with Contractor's activities hereunder, excepting only such injury or harm as may be caused solely by the fault or negligence of the City, its Officers, Employees and/or

Agents.

23. Insurance

All insurance is to be placed with insurers with the Best's rating of no less than A:VII. Each insurance policy shall be endorsed to require coverage not be suspended, voided or canceled by either party, reduced in coverage or in limits, except after 30 days prior written notice by certified mail, return receipt requested has been given to the City. Contractor must provide the City with proof of insurance prior to this contract becoming effective.

Contractor shall secure and continue to carry during the term of this contract the following insurance coverages:

* Commercial General Liability

Commercial general liability insurance (Insurance Services Office Form CG0001 - 11/85). This must be on an occurrence basis and shall require coverage of \$ 500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

* Workers' Compensation

Contractor performing as an independent contractor hereunder, its subcontractors if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires them to provide Workers' Compensation coverage for all their subject workers.

24. All notices provided for under this contract are to be written and shall be addressed to the following parties:

Contractor

City of Wilsonville

Property Maintenance Supervisor
City of Wilsonville
30000 SW Town Center Loop East
Wilsonville, OR 97070

25. Complete Agreement City of Wilsonville

This contract and any referenced attachments constitute the complete agreement between the City and Contractor and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officers, and the contractor has executed this agreement on the date hereinabove first written.

CITY OF WILSONVILLE

CONTRACTOR

BY: _____

BY: _____

BY: _____

BY: _____

CITY OF WILSONVILLE
JANITORIAL SERVICES BID

BID SHEET

BIDDER _____

TASK SCHEDULE "A" MONTHLY BILLING: \$ _____, _____ dollars
FOR PERIOD ENDING _____.

TASK SCHEDULE "B" MONTHLY BILLING: \$ _____, _____ dollars
FOR PERIOD ENDING _____.

TASK SCHEDULE "C" MONTHLY BILLING: \$ _____, _____ dollars
FOR PERIOD ENDING _____.

TOTAL MONTHLY BILLING \$ _____, _____ dollars
FOR PERIOD ENDING _____

TOTAL HOURS SPENT WEEKLY _____

SIGNATURE OF BIDDER(S) _____

DATE SIGNED: _____

DECLARATION OF INDEPENDENT CONTRACTOR STATUS

DATA:

NAME OF PERSON LETTING CONTRACT

Address

INSURER (if applicable)

Address

NAME OF INDEPENDENT CONTRACTOR

Address

IF PARTNERSHIP, LIST ALL PARTNERS

Address

Time or project(s) covered by the Declaration:

The undersigned hereby declare that all services performed under the contract dated _____ shall be rendered by the independent contractor in his or her status as an independent contractor.

The independent contractor shall give the person letting the contract seven (7) days advance written notice before obtaining the assistance of any other person in performance of the contract. Upon receipt of this notice, the person letting the contract may require the independent contractor to qualify as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411. Failure to give notice required by the person letting the contract shall constitute grounds for termination of the contract by the person letting the contract.

In consideration of the letting of this contract, the independent contractor agrees to indemnify the person letting the contract and the insurer listed above, if any, for damages, expenses, costs and disbursements, and attorney's fees incurred by said person or by said insurer as a result of the independent contractor's failure to adhere to the terms of this declaration.

The parties to this declaration understand that a person who files a declaration of status as an independent contractor is not eligible to receive workers' compensation benefits (under ORS Chapter 656) in the event of injury or disease, unless said person has obtained coverage for such benefits pursuant to ORS 656.128

Independent Contractor

Date

Person Letting Contract

Date

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Clean & polish all chrome fittings.		X								
Clean & sanitize toilet seats.		X								
Clean & polish all glass & mirrors.		X								
Empty all containers and disposals, insert liners as required.		X								
Dust metal partitions.		X								
Spot clean metal partitions.		X								
Wash & sanitize metal partitions.			X							
Dust tops of lockers.		X								
Wash & sanitize exterior of lockers					X					
Remove spots, stains, splashes from wall area adjacent to hand basins, toilets, and urinals.		X								
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.		X								
Refill all dispensers to normal limits: napkins, soap, towel, liners, seat holders, cups. Supplies to be furnished by client.		X								
Low dust all horizontal surfaces to hand height, including shelves, ledges, moldings.		X								
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
Vacuum diffuser outlets in ceilings or walls.					X					
Dry clean area adjacent to diffuser outlet.					X					
Flush toilet bowls and urinals with chemicals as approved by the City of Wilsonville.		X								
Strip and clean off all soil & soap scum in shower areas.			X							
Wash partitions and ceramic tile wall areas.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
REGULAR SERVICES										
3. EATING AREAS.										
Wash & sanitize table tops, damp clean seats and backs of chairs.		X								
Wash pedestals or legs.			X							
Clean polish & refill napkin holders.		X								
Empty all containers and disposals. Sterilize interior.		X								
Wash & sanitize exterior of all containers.		X								
Clean & sanitize drinking fountain.		X								
Remove fingerprints from doors, frames, light switches, kick & push plates, handles.		X								
Low dust all horizontal surfaces including shelves, ledges, moldings, pipes, ducts, heating outlets, etc.		X								
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
Wash & sanitize chairs.					X					
Spot clean interior glass in partitions & doors.		X								
Clean entire interior glass in partitions & doors.					X					
FLOORS										
1. RESILIENT & HARD										
Dust mop or sweep (spot mop).		X								
Damp mop. Complete-not hardwood.		X								
Sanitize (restroom & lunchroom).		X								
Spray buff open areas including kneeholes of desks. (Vinyl tile). (Hardwood applicable tasks)			X							
Scrub & refinish to maintain adequate protective coating.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Strip, clean, refinish and machine polish.							X			
Machine scrub ceramic tile in kitchens & restrooms (no finish applied.)							X			
FLOORS										
2. CARPET										
Vacuum open areas.		X								
Vacuum entire carpet areas.					X					
Inspect for spots & stains. Remove if possible; if spots cannot be removed indicate on weekly report.		X								
Machine shampoo all carpeted areas with chemicals and methods approved by the City of Wilsonville. Carpets must be dry within one hour of shampooing.							X			
FURNITURE										
1. FABRIC										
Vacuum.					X					
Shampoo.										X
2. PLASTIC										
Damp wipe.					X					
Complete re-clean										X
WINDOWS										
Clean ext. outside.							X			
Clean ext. inside.							X			
GENERAL										
Leave "At your service" notice on any observed irregularities (i.e., defective lights, plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies.)		X								
Turn off all lights except those to be left on. Close windows and lock all doors.		X								
Customer service visit.					X					
Formal customer review.							X			

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Arrange furniture in meeting room for next day's business.		X								
Maintain neat & orderly janitorial supply closet.		X								
MISCELLANEOUS SERVICE										
Notes:										
1. Where frequency of service is "X per week, per month, etc." it is assumed that this service will be carried out at regular interval.										
2. Frequency of service for semi-weekly for Schedule A is five times weekly.										
3. Service shall occur after normal business hours (8 a.m. to 5 p.m., Monday through Friday). City will provide schedule of non-normal business hour usage.										

TASK SCHEDULE
"B"

Contract services:
Areas to be serviced:
1. Transit
2. Public Works

Prepared for:
City of Wilsonville
30000 SW Town Center Loop E.
Wilsonville, OR 97070
Attn: Steve Munsterman
Date: October 25, 1993

EXTENT OF SERVICE	FREQUENCY OF SERVICE									
	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
REGULAR SERVICES										
1. GENERAL, PRIVATE OFFICES, LOBBY, LOUNGE, ETC.										
Empty Wastebaskets			X							
Transport trash to designated area.			X							
Dust all furniture including desks, chairs, tables.			X							
Dust all exposed filing cabinets, bookcases, and shelves.			X							
Dust all telephones.			X							
Clean and sanitize telephones.			X							
Clean/sanitize drinking fountains.			X							
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, ledges.			X							
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.					X					
Spot clean desk tops.			X							
Clean entire desk tops. WHEN CLEARED!			X							
Clean counter tops.			X							
Clean reception lobby glass including front door.			X							
Clean interior glass in partitions and doors.			X							

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Clean entire interior glass in partitions and doors.					X					
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.			X							
Clean and polish furniture including desks, chairs, cabinets.					X					
Client papers on desks, drafting tables, filing cabinets are not disturbed.			X							
Clean and service sand urns (Sand to be furnished by client).			X							
Wash inside trash baskets.					X					
Dust venetian blinds.					X					
Damp clean blackboards & white boards if blank.			X							
Vacuum diffuser outlets in ceiling.							X			
Dry clean area adjacent to diffuser outlet.							X			
Clean & remove flies/other foreign material from lighting fixtures.							X			
Clean and polish bright metal to hand height.			X							
Hand dust wood panelling.					X					
Remove dust and cobwebs from ceiling areas.			X							
Stairways-sweep/vacuum & dust.			X							
Elevators-dust/spot & clean.		N/A								
Empty trash receptacles at all entryways.			X							
REGULAR SERVICES										
2. WASHROOMS										
Clean, sanitize & polish all vitreous fixtures including toilet bowls, urinals, hand basins.			X							
Clean & sanitize all flush rings, drain and over-flow outlets.			X							

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Clean & polish all chrome fittings.			X							
Clean & sanitize toilet seats.			X							
Clean & polish all glass & mirrors.			X							
Empty all containers and disposals, insert liners as required.			X							
Dust metal partitions.			X							
Clean metal partitions.			X							
Wash & sanitize metal partitions.					X					
Dust tops of lockers.			X							
Wash & sanitize exterior of lockers					X					
Remove spots, stains, splashes from wall area adjacent to hand basins, toilets, urinals.			X							
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.			X							
Refill all dispensers to normal limits: napkins, soap, towel, liners, seat holders, cups. Supplies to be furnished by client.			X							
Low dust all horizontal surfaces to hand height, including shelves, ledges, moldings.			X							
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.				X						
Vacuum diffuser outlets in ceilings or walls.					X					
Dry clean area adjacent to diffuser outlet.					X					
Flush toilet bowls and urinals with chemicals as approved by the City of Wilsonville.			X							
Strip and clean off all soil & soap scum in shower areas.			X							
Wash partitions and ceramic tile wall areas.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
REGULAR SERVICES										
3. EATING AREAS.										
Wash & sanitize table tops, damp clean seats and backs of chairs.			X							
Wash pedestals or legs.					X					
Clean polish & refill napkin holders.			X							
Empty all containers and disposals.			X							
Sterilize interior.										
Wash & sanitize exterior of all containers.			X							
Clean & sanitize drinking fountain.			X							
Remove fingerprints from doors, frames, light switches, kick & push plates, handles.			X							
Low dust all horizontal surfaces including shelves, ledges, moldings, pipes, ducts, heating outlets, etc.			X							
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.				X						
Wash & sanitize chairs.				X						
Spot clean interior glass in partitions & doors.			X							
Clean entire interior glass in partitions & doors.					X					
FLOORS										
1. RESILIENT & HARD										
Dust mop or sweep (spot mop).			X							
Damp mop. Complete-not hardwood.			X							
Sanitize (restroom & lunchroom).			X							
Spray buff open areas including kneeholes of desks. (Vinyl tile). (Hardwood applicable tasks)			X							
Scrub & refinish to maintain adequate protective coating.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Strip, clean, refinish and machine polish.							X			
Machine scrub ceramic tile in kitchens & restrooms (no finish applied.)		N/A								
FLOORS										
2. CARPET										
Vacuum open areas.			X							
Vacuum entire carpet areas.					X					
Inspect for spots & stains. Remove if possible; if spots cannot be removed indicate on weekly report.			X							
Machine shampoo all carpeted areas with chemicals and methods approved by the City of Wilsonville. Carpets must be dry within one hour of shampooing.							X			
FURNITURE										
1. FABRIC										
Vacuum.					X					
Shampoo.										X
2. PLASTIC										
Damp wipe.					X					
Complete re-clean										X
WINDOWS										
Clean ext. outside.							X			
Clean ext. inside.							X			
GENERAL										
Leave "At your service" notice on any observed irregularities (i.e., defective lights, plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies.)			X							
Turn off all lights except those to be left on. Close windows and lock all doors.			X							
Customer service visit.					X					
Formal customer review.							X			

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Clean & polish all chrome fittings.		X								
Clean & sanitize toilet seats.		X								
Clean & polish all glass & mirrors.		X								
Empty all containers and disposals, insert liners as required.		X								
Dust metal partitions.		X								
Spot clean metal partitions.		X								
Wash & sanitize metal partitions.			X							
Dust tops of lockers.		X								
Wash & sanitize exterior of lockers					X					
Remove spots, stains, splashes from wall area adjacent to hand basins, toilets, urinals.		X								
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.		X								
Refill all dispensers to normal limits: napkins, soap, towel, liners, seat holders, cups. Supplies to be furnished by client.		X								
Low dust all horizontal surfaces to hand height, including shelves, ledges, moldings.		X								
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
Vacuum diffuser outlets in ceilings or walls.					X					
Dry clean area adjacent to diffuser outelt.					X					
Flush toilet bowls and urinals with chemicals as approved by the City of Wilsonville.		X								
Scrub and clean off all soil & soap scum in shower areas.			N/A							
Wash partitions and ceramic tile wall areas.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
REGULAR SERVICES										
3. EATING AREAS.										
Wash & sanitize table tops, damp clean seats and backs of chairs.		X								
Wash pedestals or legs.					X					
Clean polish & refill napkin holders.		X								
Empty all containers and disposals. Sterilize interior.		X								
Wash & sanitize exterior of all containers.		X								
Clean & sanitize drinking fountain.		X								
Remove fingerprints from doors, frames, light switches, kick & push plates, handles.		X								
Low dust all horizontal surfaces including shelves, ledges, moldings, pipes, ducts, heating outlets, etc.		X								
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
Wash & sanitize chairs.		X								
Spot clean interior glass in partitions & doors.		X								
Clean entire interior glass in partitions & doors.			X							
FLOORS										
1. RESILIENT & HARD										
Dust mop or sweep (spot mop).		X								
Damp mop. Complete-not hardwood.		X								
Sanitize (restroom & kitchen).		X								
Spray buff open areas including kneeholes of desks. (Vinyl tile). (Hardwood applicable tasks)			X							
Scrub & refinish to maintain adequate protective coating.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Strip, clean, refinish and machine polish.							X			
Machine scrub ceramic tile in kitchens & restrooms (no finish applied.)					X					
FLOORS										
2. CARPET										
Vacuum open areas.		X								
Vacuum entire carpet areas.					X					
Inspect for spots & stains. Remove if possible; if spots cannot be removed indicate on weekly report.		X								
Machine shampoo all carpeted areas with chemicals and methods approved by the City of Wilsonville. Carpets must be dry within one hour of shampooing.							X			
FURNITURE										
1. FABRIC										
Vacuum.					X					
Shampoo.										X
2. PLASTIC										
Damp wipe.					X					
Complete re-clean										X
WINDOWS										
Clean ext. outside.							X			
Clean ext. inside.							X			
GENERAL										
Leave "At your service" notice on any observed irregularities (i.e., defective lights, plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies.)		X								
Turn off all lights except those to be left on. Close windows and lock all doors.		X								
Customer service visit.					X					
Formal customer review.							X			

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Arrange furniture in meeting rooms for next day's business.		X								
Maintain neat & orderly janitorial supply closet.		X								
MISCELLANEOUS SERVICE										
Notes:										
1. Where frequency of service is "X per week, per month, etc." it is assumed that this service will be carried out at regular interval.										
2. Frequency of service for semi-weekly for Schedule C is five times weekly.										
3. Service shall occur after normal business hours (8 a.m. to 9 p.m., Monday through Saturday). City will provide schedule of non-normal business hour usage.										
4. Days of service subject to change due to building schedule.										