

CITY OF HOOD RIVER
JANITORIAL SERVICES PROPOSAL FORM

Proposals must be submitted on this form and should be accompanied by additional materials, such as letters of reference, a company resume, full description(s) of prior similar work the proposer has performed, and a cost schedule for the services proposed based on the scope of services below.

To obtain a copy or review this Request for Proposals, please visit the City Recorder of Hood River's website at: <https://cityofhoodriver.gov/bid-center-rfps/>

Proposals shall be sent to and be received by, the Hood River City Recorder (Jennifer Gray) no later than **12 noon PST on Monday August 5, 2024** at the following address: 211 2nd Street, Hood River, OR or email j.Gray@cityofhoodriver.gov. Proposals will be opened and reviewed immediately thereafter.

A pre-proposal walkthrough of the City Hall Building, Police Department, Public Works Buildings and City Parks will be conducted on **Tuesday, July 30, 2024 beginning at 10 a.m.** starting at City Public Works Department, 1200 18th Street, Hood River, OR. Potential proposers are encouraged, but not required, to attend. Any statements made by City representatives at the walkthrough about the nature or scope of the services involved are not binding on the City unless stated in the Scope of Services attached hereto or confirmed by written addendum.

Each proposal will be judged based on the proposer's experience successfully performing similar services and the proposer's documented ability to perform satisfactorily the required services in an efficient and cost-effective manner. The Scope of Services (attached and incorporated herein, is divided into two components. Proposers may submit a proposal on the entire scope of services (Part A and B) or a proposal for just Part A or Part B of the scope of services. Consequently, the City may award more than one contract for the whole scope of services. The City reserves the right to reject any and all proposals, or portions thereof for any defect or no defect at all, waive informalities, and award a contract in any manner that results in the greatest benefit to the City. The contract term is for one year, with the possibility of annual renewal and will commence on a date agreed by both parties, with price to be negotiated annually.

The contract attached is the contract the successful proposer will be required to execute with the City.

GENERAL PROPOSER INFORMATION

Company Name: _____ Contact: _____

Address: _____

Phone: _____

E-Mail: _____

of Years in Business: ____ Already Bonded? ____ *Attach copy of any bond*

Because the services to be provided include access to non-public locations and information, all proposers, including the proposers' employees, will be subject to a background check. The proposer must complete the attached Release for the proposer and all employees and include it with the proposal. The Chief of Police will review the results of the criminal background check and recommend either in favor of or against the proposer. A proposer that does not receive a favorable review by the Chief of Police, may not be awarded the contract.

Describe prior related experience, including name, address, and phone of other parties for whom you have provided similar services:

References (other than above):

SUPPLIES TO BE PROVIDED BY CITY

- Trash can and wastepaper basket liners
- Paper towels, toilet paper, toilet seat covers, hand soap, air fresheners
- Dispensers for above supplies

Jen G. orders for City Hall and Police, Machel orders for PW, Machel orders for Parks Janitor reports supply needs to the Public Works Department two weeks in advance so services will not be hindered.

SUPPLIES TO BE PROVIDED BY JANITOR

- Cleaning equipment
- Cleaning supplies

SERVICES TO BE PROVIDED

PART A

- CITY FACILITIES (City Hall, Police Department and Public Works)
- WINDOW WASHING, FLOOR STRIPPING & CARPET CLEANING
- ADDITIONAL CLEANING SERVICES THAT MAY BE NEEDED THROUGH THE YEAR

CITY HALL – 211 2ND Street

To be performed every weekend:

- * Empty all garbage cans and take to dumpster
- * Vacuum all carpets
- * Clean glass entrance doors and windows (inside and out)
- * Sweep front steps and landing
- * Clean sliding glass window in front lobby
- * Sanitize countertops in main lobby area, the three large tables and bench in the court room
- * Sweep and mop restroom floors (2 restrooms)
- * Clean and sanitize toilets and sinks, and wipe down outside of fixtures (2 restrooms)
- * Clean mirrors in restrooms
- * Clean walls near toilets and bathroom sinks
- * Sanitize kitchen sink and counter
- * Sanitize table next to copier, tables in both conference rooms
- * Sanitize all door handles throughout City Hall and cabinet handles
- * Ensure all paper products are fully stocked (paper towels/toilet paper/toilet seat covers)
- * Vacuum NEW breakroom downstairs 420 square feet
- * Empty trashman in NEW breakroom downstairs

To be performed every Tuesday evening:

- * Clean and sanitize toilets and sinks and wipe down outsides of fixtures (2 restrooms)
- * Clean mirrors in restrooms
- * Clean walls near toilets and sinks
- * Empty all garbage cans and take to dumpster
- * Sweep and mop restroom floors
- * Sanitize countertops in main lobby area, the three large tables and bench court room
- * Sanitize kitchen sink and counter
- * Sanitize table next to copier, tables in both conference rooms
- * Sanitize all door handles throughout City Hall and cabinet handles
- * Ensure all paper products are fully stocked (paper towels/toilet paper/toilet seat covers)

To be performed monthly:

Dust blinds

Dust tops of all baseboards and paneling through the entire City Hall

Wipe down all windowsills and ledges

Clean glass walls at each office (4)

Clean glass on offices doors (5)

Clean glass display cases (2)

Clean ceiling fan - Council Chambers Room

Use edging tool to vacuum under desks and equipment

Clean baseboard/wood trim throughout City Hall

Remove cobwebs

Dust chairs, desk and table legs and bases

Vacuum upholstered chairs

Vacuum stairs – stairs going down to the Police Department

- Work must be performed between 6:00 p.m. and 6:00 a.m. Items to be completed twice a week should be done every Tuesday and every weekend.
- Payment for services will be made monthly.

AMOUNT PROPOSED: \$_____/MONTHLY

CITY POLICE DEPARTMENT – 207 Second Street

To be performed every weekend:

- * Empty all garbage cans and take to dumpster
- * Vacuum all carpeted areas in all accessible spaces
- * Sweep and mop all non-carpeted floors
- * Clean mirror in restroom
- * Clean shower in restroom
- * Clean glass entrance doors and side panels
- * Clean receptionist window (use no abrasives) and wipe down counter
- * Sweep/Vacuum Fitness Room floor
- * Wipe and mop down table and counter in break room
- * Sanitized the lobby area
- * Ensure all paper products are fully stocked (paper towels/toilet paper/toilet seat covers)

To be performed every Tuesday evening:

- * Clean and sanitize toilets and sinks and wipe down outsides of fixtures (2 restrooms)
- * Clean mirrors in restrooms
- * Clean walls near toilets and sinks
- * Empty all garbage cans and take to dumpster
- * Sweep and mop restroom floors
- * Clean break room: wipe counters, table and sink
- * Sanitized the lobby area
- * Ensure all paper products are fully stocked (paper towels/toilet paper/toilet seat covers)

To be performed monthly:

- * Dust blinds
- * Wash/mop all vinyl floors
- * Clean windows from the inside
- * Wipe down all windowsills, blinds and ledges
- * Dust chairs, desks and table legs and bases
- * Clean baseboards
- * Remove cobwebs
- * Clean mirrors in Fitness Room
- * Mop Fitness Room floor
- * Vacuum south side of building (brown rug, room where pop machine is located)
 - Work must be performed between 6:00 p.m. and 6:00 a.m. Items to be completed twice a week should be done every Tuesday and every weekend.
 - Payment for services will be made monthly

AMOUNT PROPOSED: \$_____/MONTHLY

CITY PUBLIC WORKS – 1200 18th Street

Shop bays are not included in work to be performed.

To be performed weekly: in all office areas:

- * Empty all wastepaper baskets and garbage cans and take to dumpster
- * Vacuum all carpets
- * Sweep and mop all vinyl and tile floors
- * Sweep outside entryways
- * Sanitize break room tables, counters and sanitize break room sink
- * Clean mirrors in restrooms
- * Clean entrance door glass
- * Clean glass on interior partitions and doors
- * Sanitized the lobby area
- * Sanitize copier and table next to copier
- * Sanitize conference room table
- * Sanitize all door handles and cabinet handles throughout Public Works, including office trailer
- * Clean and sanitize toilets and sinks, and wipe down outside of fixtures
(4 restrooms) (2) in PW Office (1) North Shed (1) Office Trailer

To be performed twice a week: (Every Wednesday and every weekend)

- * Clean and sanitize toilets and sinks, and wipe down outside of fixtures
3 restrooms) (2) in PW Office (1) North Shed
- * Clean mirrors in restrooms
- * Clean walls near toilets and sinks
- * Empty garbage can in the restrooms
- * Sweep and mop restroom floors
- * Sanitize break room tables, counters and sanitize break room sink
- * Sanitized the lobby area

To be performed monthly:

Dust blinds

Wipe down all windowsills and ledges

Wax vinyl floors

Dust tops of all baseboards

Use edging tool to vacuum foot of baseboards and partitions and under desks

Remove cobwebs

Dust chair, desk and table legs and bases

Vacuum upholstered chairs

Initial and Date each monthly task above when it is completed

Clean the Trailer – Sweep, mop, deep dust, restroom, and trash cans

- Work must be performed between 6:00 p.m. and 6:00 a.m. Items to be completed twice a week should be done every Wednesday and every weekend.
- Payment for services will be made monthly

AMOUNT PROPOSED: \$_____/MONTHLY

WASTEWATER TREATMENT PLANT – 818 Riverside Dr.

To be performed every weekend:

- * Vacuum all carpeted areas in all accessible spaces
- * Sweep and mop all non-carpeted floors
- * Clean glass entrance doors and side panels
- * Wipe and mop down table and counter in break room

- * Restrooms: 4 restrooms: men and womens in the admin building and men and womens locker rooms in the operations building (to the east of the admin building)
 - * Clean mirror in restroom
 - * Clean shower in restroom
 - * Ensure all paper products are fully stocked (paper towels/toilet paper/toilet seat covers)
 - * Clean and sanitize toilets and sinks and wipe down outsides of fixtures -
 - * Clean mirrors in restrooms
 - * Sweep and mop restroom floors

- Work must be performed between 6:00 p.m. and 6:00 a.m. Items to be completed once a week on Mondays.
- Payment for services will be made monthly

AMOUNT PROPOSED: \$_____/MONTHLY

WINDOW WASHING, FLOOR STRIPPING & CARPET CLEANING

To be performed three times a year (window washing, floor stripping):
March around spring break, July, November

To be performed once a year (carpet cleaning): Arrangements should be made with the individual departments for annual carpet cleaning, to ensure items are picked up off the floor. If additional cleanings are needed, individual departments will schedule these cleanings when needed at an additional cost.

Window washing may be performed during regular business hours.

Payment for services will be made after work is performed

City Hall

- Wash insides and outsides of all exterior windows
- Wash glass portions of the wall in-between offices

City Police Department

- Wash insides and outsides of all exterior windows

Public Works Department

- Wash insides and outsides of all exterior windows
- Clean all tracks on sliding windows
- Clean window screens where present
- Strip and re-wax vinyl floors
- Strip and reseal ceramic tile floors

AMOUNT PROPOSED: \$_____/YEARLY, ALL (3) SITES

*Includes annual strip & wax of trailer cabin as requested,
and trailer cabin windows and tracks three times a year

PRICE LIST FOR ADDITIONAL CLEANING SERVICES THAT MAY BE NEEDED THROUGH THE YEAR

• **Additional cleaning of windows (inside and outside):**

CITY HALL – 211 2nd Street \$_____/Per Cleaning

CITY POLICE DEPT – 207 Second Street \$_____/Per Cleaning

CITY PUBLIC WORKS – 1200 18th Street \$_____/Per Cleaning

• **Cleaning and waxing floors:**

CITY PUBLIC WORKS – 1200 18th Street \$_____/Per Cleaning

(When including portable cabin flooring \$_____/Per Cleaning)

• **Carpet shampooing:**

CITY HALL – 211 2nd Street \$_____/Per Cleaning

CITY POLICE DEPT – 207 Second Street \$_____/Per Cleaning

CITY PUBLIC WORKS – 1200 18th Street \$_____/Per Cleaning

• **Upholstery Shampooing:**

CITY HALL – 211 2nd Street \$_____/Per Cleaning

CITY POLICE DEPT – 207 Second Street \$_____/Per Cleaning

CITY PUBLIC WORKS – 1200 18th Street \$_____/Per Cleaning

• **Vacuuuming draperies/blinds:**

CITY HALL – 211 2nd Street \$_____/Per Cleaning

CITY POLICE DEPT – 207 Second Street \$_____/Per Cleaning

CITY PUBLIC WORKS – 1200 18th Street \$_____/Per Cleaning

• **Restroom cleaning:**

CITY HALL – 211 2nd Street \$_____/Per Cleaning

CITY POLICE DEPT – 207 Second Street \$_____/Per Cleaning

CITY PUBLIC WORKS – 1200 18th Street \$_____/Per Cleaning

PART B – CITY PUBLIC RESTROOMS

(3rd and State, Jackson Park, Children’s Park and Waterfront Park)

PUBLIC RESTROOM – 3rd and State

To be performed once daily, year-round when open:

1. Empty all garbage cans and replace liners
2. Refill toilet paper, paper towel, and air freshener dispensers as needed during each cleaning
3. Refill soap dispensers as needed during each cleaning
4. Clean and sanitize all toilets and urinals; wipe down outsides of fixtures
5. Clean all sinks
6. Clean mirrors
7. Wipe down toilet paper and towel dispensers
8. Wash and sanitize floors
9. Sweep entryway
10. Clean walls near toilets and urinals daily
11. Clean other walls and woodwork as needed
12. Ensure all fixtures are operating property (plunge toilets as necessary)
13. Closure of restrooms

- Restrooms are opened from 8am and closed at dusk.
- The City will be responsible for opening the restrooms.
- The cleaning must be performed at closing.
- Payment for services will be made monthly.
- Open and close the restrooms on holidays and weekends.

AMOUNT PROPOSED: \$_____/MONTHLY

\$ _____ – CLEANING

\$ _____ – OPENING RESTROOMS HOLIDAY/WEEKENDS

JACKSON PARK

To be performed once daily, from March 15 - October 15 (dates may vary):

1. Empty all garbage cans and replace liners
2. Refill toilet paper, paper towel, and air freshener dispensers as needed during each cleaning
3. Refill soap dispensers as needed during each cleaning
4. Clean and sanitize all toilets and urinals; wipe down outsides of fixtures
5. Clean all sinks
6. Clean mirrors
7. Wipe down toilet paper and paper towel dispensers
8. Wash and sanitize floors
9. Hose down entryways
10. Clean walls near toilets and urinals daily
11. Clean other walls and woodwork as needed
12. Ensure all fixtures are operating property (plunge toilets as necessary)
13. Closure of restrooms

- Restrooms are opened from 8am and closed at dusk.
- The City will be responsible for opening the restrooms.
- The cleaning must be performed at closing.
- Payment for services will be made monthly.
- Open and close the restrooms on holidays and weekends.

AMOUNT PROPOSED: \$_____/MONTHLY

CHILDREN'S PARK

To be performed once daily, from March 15 - October 15 (dates may vary):

1. Empty all garbage cans and replace liners
2. Refill toilet paper, paper towel, and air freshener dispensers as needed during each cleaning
3. Refill soap dispensers as needed during each cleaning
4. Clean and sanitize all toilets and urinals; wipe down outsides of fixtures
5. Clean all sinks
6. Clean mirrors
7. Wipe down toilet paper and paper towel dispensers
8. Wash and sanitize floors
9. Hose down entryways
10. Clean walls near toilets and urinals daily
11. Clean other walls and woodwork as needed
12. Ensure all fixtures are operating property (plunge toilets as necessary)
13. Closure of restrooms

- Restrooms are opened from 8am and closed at dusk.
- The City will be responsible for opening the restrooms.
- The cleaning must be performed at closing.
- Payment for services will be made monthly.
- Open and close the restrooms on holidays and weekends.

AMOUNT PROPOSED: \$_____/MONTHLY

WATERFRONT PARK

To be performed-once daily, from March 15 - October 15 (dates may vary):

1. Empty all garbage cans and replace liners as needed
 2. Refill toilet paper, paper towel, and air freshener dispensers as needed during each cleaning
 3. Refill soap dispensers as needed during each cleaning
 4. Clean and sanitize all toilets and urinals; wipe down outsides of fixtures
 5. Clean all sinks
 6. Clean mirrors
 7. Wipe down toilet paper and paper towel dispensers
 8. Wash and sanitize floors
 9. Hose down entryways
 10. Clean walls near toilets and urinals daily
 11. Clean other walls and woodwork as needed
 12. Ensure all fixtures are operating property (plunge toilets as necessary)
 13. Closure of restrooms
- Restrooms are opened from 8am and closed at dusk.
 - The City will be responsible for opening the restrooms.
 - The cleaning must be performed at closing.
 - Payment for services will be made monthly.
 - Open and close the restrooms on holidays and weekends.

AMOUNT PROPOSED: \$_____/MONTHLY

CITY OF HOOD RIVER
JANITORIAL SERVICES AGREEMENT
(A Public Contract)

PARTIES CITY OF HOOD RIVER (“City”)
211 2nd Street
Hood River, OR 97031
(541) 387-5212

Name: _____ (“Contractor”)
Attn: _____
Address: _____
Phone: _____
E-mail: _____

RECITALS

- A. The City issued a Request for Proposals (RFP) dated July 8, 2024 (Exhibit A) seeking proposals from qualified and responsible vendors to provide janitorial services for the City.
- B. Contractor submitted a proposal (Exhibit B) in response to the RFP offering to provide the services.
- C. The City, by its execution of this Contract accepted the Contractor’s offer.
- D. In September 2024, both parties reviewed the contract. Both agreed to the contract term to be considered September 2024.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree as follows:

TERMS AND CONDITIONS

1. **Services to be Provided.** The contractor shall provide City with the services designated in Exhibits A and B to this Contract, at the locations and for the fees indicated on the Exhibits, and on the terms and conditions set forth in this Contract. The Exhibits are incorporated into this Contract by this reference.

2. **Cleaning supplies and equipment.** Each party shall provide supplies and equipment as follows:

SUPPLIES TO BE PROVIDED BY CITY

- Trash can and wastepaper basket liners
- Paper towels, toilet paper, toilet seat covers, hand soap, air fresheners
- Dispensers for above supplies

Public Works will be responsible for ordering the supplies to be provided by the City.

Janitor is responsible for stocking all City restrooms and offices with inventory from the Jackson Park inventory room. Janitor reports supply needs to the Public Works Department two weeks in advance so services will not be hindered.

SUPPLIES TO BE PROVIDED BY JANITOR

- Cleaning equipment
- Cleaning supplies

3. Payment for Services. City shall pay Contractor for services performed at the rates shown in Exhibit B. Payment for any extra services approved by the City Manager in accordance with Section 14 below will be determined by mutual agreement of the parties prior to Contractor performing the work. The contractor shall submit monthly statements to the Department of Finance. Statements will be paid in approximately 30 days from receipt. No payment will be made up-front or prior to the completion of the service.

4. Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$ 1,000,000.00. The policy shall name the City as an additional insured and shall provide for written notice of cancellation to the City at least 60 days prior to cancellation. Contractor shall provide City with a certificate of insurance within 10 days after execution of this Contract.

5. Term of Contract. This contract shall be effective commencing October 1, 2024, through and including September 30, 2026. The parties may agree to renew this Contract for one additional 1-year period on the same terms and conditions except the price, which will be subject to mutual agreement of the parties. If the parties cannot agree upon the renewal price by September 1, 2026, this Contract shall terminate as of September 30, 2026, and neither party shall be liable to the other in damages.

6. Time for Performance. All tasks must be performed between 6:00 p.m. and 6:00 a.m., unless otherwise specified by the Contractor and the City Manager or City Department Head responsible for the premises. Contractor shall designate in writing a regular weekend for performance of monthly tasks. Annually, twice yearly, three times yearly, and quarterly tasks will be scheduled by mutual agreement.

7. Evaluation/Termination. Upon request of either party, the parties will meet to discuss Contractor's performance and needs. If City is dissatisfied with the performance of Contractor, City shall give written notice setting out specific defects in the work being done, giving Contractor a minimum of 48 hours for weekly tasks and 72 hours for monthly tasks to cure the deficiencies. If Contractor fails to cure the deficiencies within that time, City shall have the right to withhold payment for the service and/or terminate the contract upon a minimum fifteen (15) days additional notice. Three (3) notices of deficiency within any six (6) consecutive calendar months shall entitle the City to terminate the contract upon thirty (30) days notice, whether or not the deficiencies were cured. The contractor shall have the right to terminate this contract at any time upon thirty (30) days written notice to City.

8. Independent Contractor.

a. Neither Contractor nor his employees or agents are employees of City for any purpose. Contractor shall perform all services as an independent Contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the services to be performed and (ii) to evaluate the quality of the performance, the City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services called for under this Contract.

b. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

9. Liability. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT ARBITRATION, TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST THE CITY, OR ITS OFFICERS, EMPLOYEES AND AGENTS AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY THE NEGLIGENT OR WILLFUL MISCONDUCT OF THE CITY OR ITS OFFICERS, EMPLOYEES AND AGENTS.

10. Assignment/Binding Effect. This Contract may not be assigned by Contractor, nor may any of the duties under this contract be delegated. The provisions of the Contract shall be binding upon and shall inure to the benefit the parties to the Contract and their respective successors and permitted assigns, if any.

11. Attorney Fees. In any action to enforce or establish any right under this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, reasonable attorney fees.

12. Notices. All notices shall be in writing and delivered, mailed or e-mailed to the party at the addresses written above. Notice of change of address shall be provided in the same manner.

13. Conditions and Certification Required by Law. The conditions and certification contained in Exhibit C are required to be included in all public contracts pursuant to ORS Chapter 279B.

14. Amendment/Entire Agreement. This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Contract. The Contract may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of the Contract shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents

shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of the Contract shall not constitute a waiver by the City of that or any other provision.

15. Background Check Requirements. Because the services to be provided include access to non-public locations and information, Contractor and their employees are subject to a background check. The Contractor must complete the attached Release for all employees for whom a Release was not already provided as part of Contractor’s proposal, and for all new employees. This provision applies only to employees providing services to the City under this Contract. The City reserves the right to refuse to allow any employee of Contractor to provide services under this Contract if the City is not satisfied with the results of the background check.

CITY:

CONTRACTOR:

Title: Abigail Elder, City Manager

Title: _____

EXHIBIT C

ORS 279B.220 Payment of Laborers and Suppliers, etc.

1. Contractor shall make payment promptly, as due, to all persons supplying the contractor labor or material for the performance of the work provided for in this contract.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract.

3. Contractor shall 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. Contractor shall pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279B.230 Payment of Medical Care and Providing Worker's Compensation

1. Contractor shall promptly, as due, make payments to any person, copartnership, 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. All employers working under this contract are either subject employers that will comply with ORS 656.017 or are exempt under ORS 656.126.

ORS 279B.235 Conditions concerning hours of labor.

1. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay pursuant to ORS 279B.235(1).

2. All employers must give notice to employees who work on this contract or any contract related to this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

3. Persons employed under this contract shall receive overtime pay in accordance with ORS 279B.235(5).

By Contractor's signature on this Contract, Contractor hereby attests or affirms under penalty of perjury that:

The person signing on behalf of the Contractor is authorized to act on behalf of Contractor in this matter, Contractor has not and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Exhibit C