



Oregon

Theodore R. Kulongoski, Governor

Department of Human Services

Administrative Services

Office of Contracts & Procurement

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The State of Oregon
Department of Human Services

Issues the Following

INTERMEDIATE PROCUREMENT INVITATION to BID #3069

Janitorial Services

For the DHS Office located at 2575 Westgate, Bldg 208 NW Center Ct., Pendleton, OR 97801

Date of Issuance: May 13, 2010
Bids Due by: 3:00 P.M. Local Time, Wednesday, June 23, 2010 at the issuing office.
Postmarks and faxes will not be considered.
Bid Public Opening: Wednesday, June 23, 2010, 3:00 PM Local Time at issuing office

Issuing Office: Office of Contracts and Procurement
Debbie Marsland, Procurement and Contracts Specialist
250 Winter Street NE, 3rd Floor
Salem, Oregon 97301
Phone: (503) 947-5406
Fax: (503) 378-4324

"Assisting People to Become Independent, Healthy and Safe"
An Equal Opportunity Employer



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SECTION B – INTRODUCTION

B.1. Purpose of Solicitation:

The State of Oregon acting by and through its Department of Human Services hereinafter referred to as (DHS), issues this Invitation To Bid (ITB) to establish a Contract for an experienced and qualified company to perform Janitorial Services for the DHS Office located at 2575 Westgate, Bldg. 208 NW Center Ct., Pendleton, OR 97801. Approximately 11,413 Square Feet of Space. DHS is conducting this solicitation under the authority of OAR 125-247-0270 Intermediate Procurements.

All persons or firms submitting bids are referred to as Bidders in this Invitation to Bid (ITB); after execution of a contract, the awarded Bidder will be designated as Contractor.

B.2. Term of Contract:

The term of any contract awarded as a result of this ITB shall be 60 months from the effective date of the contract. The effective date of the Contract is expected to be July 16, 2010.

B.3. Method of Bidding:

B.3.1 Bidder must provide all information requested for each item Bid or the Bid may be rejected.

B.3.2 Bidder shall bid in US Funds, NO MORE THAN TWO (2) DIGITS to the RIGHT of the decimal point.

B.3.3 Bidders shall provide the unit prices required in Section D, Contract Pricing Bid Sheet and Bidder Signature.

B.3.4 Bidders shall provide a minimum of five years experience of janitorial services as a contractor on commercial buildings at least 11,413 square feet or more in the last five years per Section C.18, Information to be Submitted with Bid or the Bid may be rejected.

B.4. Method of Award:

B.4.1 DHS anticipates awarding one (1) Contract to the lowest responsive and responsible Bidder for the total bid amount.

B.4.2 Bidder(s) must meet the "responsible Proposer" requirements identified in Oregon Revised Statutes 279B.110 and Oregon Administrative Rules (OAR 125-247-0640). Access to this rule can be achieved at the following website: <http://www.leg.state.or.us/ors/279b.html>. DHS reserves the right to withdraw any item from award consideration.

SECTION C - GENERAL BIDDING INFORMATION

- C.1 Bids are Firm Bids: a Bid is a firm bid, irrevocable, valid and binding on the Bidder for not less than thirty (30) calendar days from the Closing unless otherwise specified in this ITB or extended by written agreement.
- C.2 Single Point of Contact: The single contact point for questions regarding the ITB, forms, Specifications, Plans, bidding process, change, clarification, the award process, protests and/or any other issues that may arise, is Debbie Marsland at (503) 947-5406, fax (503) 378-4324.
- C.3 Mandatory Pre-Bid Conference: A Mandatory Pre-Bid Conference will be held on Tuesday, June 8, 2010 at 12:30 pm at the 2575 Westgate, Bldg. 208 NW Center Ct., Pendleton, OR location. Bidders or their representatives must attend this Mandatory Pre-Bid Conference.
- C.4 ORPIN System:
 - C.4.1 ORPIN Vendor Handbook: Bidders unfamiliar with ORPIN are encouraged to request a copy of "ORPIN Vendor Handbook." This brochure is available free of charge from Department of Administrative Services, 1225 Ferry St. SE - U140, Salem, OR 97301-4285; telephone (503) 378-4642.
 - C.4.2 ITBs, Addenda and Attachments: ITBs, including all Addenda and most attachments, are posted on ORPIN and will not be mailed to prospective Bidders. DHS will not automatically mail copies of any addenda or answers but will publish Addenda and Questions and Answers on ORPIN.
 - C.4.3 Some exhibits and attachments may not be available on ORPIN. Bidders must purchase these separately from DHS, where so specified in this ITB.
 - C.4.4 Addenda: Addenda can be downloaded from ORPIN. Bidders should consult ORPIN regularly until closing to avoid missing any Addenda.
 - C.4.5 Plan Holders' List: in ORDER to APPEAR on the Bid PLAN HOLDERS' LIST, VENDORS must be ENTERED on ORPIN. Vendors can enter their vendor information via the Internet at: <http://tpps.das.state.or.us/purchasing>
 - C.4.6 Vendor's Responsibility: Vendors are responsible for ensuring that their vendor information is current and correct. DHS accepts no responsibility for missing or incorrect vendor information shown on the ORPIN System, or any information missing from the ORPIN System.
- C.5 Bidders Note: Sections D Pricing and Bid Sheet, Section E Recycled Products, Section F Residency and Section G Bidder References all contain information requiring responses or signature certification from Bidder and must all be returned. Failure to do so may result in Bid rejection.
- C.6 Trade Secrets: Any information Bidder submits in response to the ITB that Bidder considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Bidder wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Bidders

are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Bidder that is already in the public domain is not protected. The State shall not be liable for disclosure or release of information submitted by Bidder when authorized or required by law, or pursuant to a court or administrative order to do so. The State is immune from liability for disclosure or release of information submitted by Bidder under the circumstances set out in ORS 646.473(3).

C.7 Bid Format:

C.7.1 Signature Required; Bidder Affirmations: All Bid documents requiring signature must be signed in ink by an authorized representative of the Bidder. Bidder's signature and submission of the Contractor's signature page, Section D item (5) of the Contract in response to the ITB constitutes Bidder's affirmation that:

- a. Bidder has completely read and understands all the provisions of this ITB.
- b. The Bid submitted is in response to the specific language contained in this ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- c. The Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- d. DHS shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of this ITB.
- e. DHS shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.
- f. If awarded a Contract, Bidder accepts and agrees to be bound by the terms and conditions of the Contract entered into hereunder, and agrees to provide Janitorial Services as ordered by DHS.

C.7.2 In Writing: Bidders must prepare all Bids including information by word processor, typewriter or in ink. DHS will not accept oral, telephone, e-mail, or facsimile Bids.

C.7.3 Forms to be Used: Bidders must submit all required information on the forms provided in this ITB (they consist of Sections D, E, F and G). Any information Bidder submits that is not required to be included on forms prescribed by DHS shall be formatted in the manner called for in the ITB and submitted on Bidder's letterhead.

C.8 Bid Modification:

The person signing the Bid must initial in ink each individual alteration and erasure made before Bid submission. Bidders may, in writing, modify Bids, once submitted, before Closing. Bidder shall prepare modifications on Bidder's letterhead. Each modification document must be signed by an authorized representative, and state that the modifications amend and supersede the identified portions of the prior Bid. DHS will reject any Bid that fails to comply with the provisions of this paragraph of Section C.8

C.8.1 Bidders must submit modifications in a sealed envelope marked as follows, Bid Modification, ITB Number 3069, Closing Date Wednesday, June 23, 2010, Closing Time: 3:00 PM (Pacific Time)

C.8.2 Bidders may not modify Bids after closing.

C.9 Bid Submission:

Sealed envelope, address and cover information: Bidders shall submit Bids in sealed packages or envelopes. To ensure proper identification and handling, Bidders must clearly mark Bid packages or envelopes as follows: ITB Number: 3069, Closing Date: Wednesday, June 23, 2010, Closing Time: 3:00 PM (Pacific Time), Department of Human Services, Office of Contracts and Procurement, Attn: Debbie Marsland, 250 Winter Street, 3rd floor, Salem, OR 97301. DHS is not responsible for the proper handling of any Bid not properly identified, marked, and submitted in a timely manner.

C.10 Bid Withdrawals:

C.10.1 In writing. Bidders may withdraw Bids prior to Closing. Bid withdrawals must be in writing on Bidder's letterhead, signed by an authorized representative, and received by DHS prior to Closing. Bid withdrawals must be labeled as such and contain the ITB number.

C.10.2 In Person. Bids may also be withdrawn in person before Closing if Bidder's representative presents appropriate identification and evidence of authorization to act for Bidder. DHS may require that the Bidder's representative sign appropriate documentation to confirm withdrawal.

C.11 Opening:

DHS will hold the Bid Opening on Wednesday, June 23, 2010 at 3:00 PM (Pacific Time), at the Office of Contracts and Procurement, State Library Building, 3rd Floor Conference Room, 250 Winter St. NE, Salem, OR 97301. Only Bidders' names will be read at the Opening (no other information will be available at the Bid Opening). It is optional for Bidders to attend Opening. Award decisions will not be made at Opening.

C.12 Rejection of Bids:

C.12.1 Rejection of all Bids. DHS may reject all Bids for good cause upon its finding that it is in the public interest to do so.

C.12.2 Rejection of particular Bids. DHS may reject a particular Bid for any of the reasons listed under ORS 279B.110.

C.12.3 Rejection of any bid that exceeds \$150,000 (Intermediate Procurement).

C.12.4 DHS may reject any bid that does not meet the minimum experience requirement.

C.13 Bid Evaluation Criteria:

DHS will evaluate Bids to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer to ORS 279B.100) Adjustments made to account for reciprocal preferences and percentage of recycled materials incorporated into the Goods will be for Bid evaluation purposes only. No such adjustments shall operate to amend Bidder's Bid or any Contract awarded pursuant thereto.

C.14 Processing of Bids:

Neither the release of a Bid bond, if any, the return of a Bid, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice of intent to award, or otherwise), shall operate as a representation by DHS that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.15 Withdrawal by DHS of Bid Items Prior to Award:

DHS reserves the right to delete particular Bid items or award categories prior to award of a Contract. The deletion of one or more Bid items or award categories by DHS will not affect the method of award.

C.16 Intent-to-Award Announcement:

DHS may announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on ORPIN, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Bidders that DHS intends to make an award.

C.17 Award:

After issuance of the intent-to-award announcement, DHS will proceed with award.

C.18 Information to be Submitted with Bid:

Bidder REFERENCES: Bidder shall include a list of customers for which Bidder has provided janitorial services on commercial buildings comparable to and of the same size (or larger) as those described in this ITB for the immediate 5 year period prior to the present calendar year. This list shall include the address of the location where work was performed, size of location in approximate square feet, dates of services, contact name, business name, telephone number and email address. DHS may, in its discretion, contact any or all of the names provided or any additional names that DHS discovers. This information will be used to verify that the Bidder meets the minimum experience required by this ITB and the quality of that work or service provided by the Bidder.

- a. DHS reserves the right to choose and investigate any customer references whether or not furnished by the Bidder, and to investigate past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.
- b. DHS may postpone the award or execution of the Contract after the announcement of the apparent successful Bidder in order to complete its investigation. DHS may reject

a Bid if, in the opinion of DHS, overall reference responses indicate inadequate performance.

- c. DHS will make three (3) reasonable attempts to contact the references, chosen by DHS, from the list provided by the Bidder. If after three (3) reasonable attempts to contact a minimum of at least four (4) references, DHS may reject the Bid.

C.19 Information to be Submitted by the Apparent Successful Bidder:

The apparent successful Bidder shall provide all required proofs of insurance to DHS within seven (7) calendar days of notification of intent to award. See Attachment I, Exhibit C, Insurance Requirements. DHS may reject the Bid if the apparent successful Bidder fails to present the required documents within the seven (7) calendar-day period. Bidders are encouraged to consult their insurance agent(s) prior to Bid submission about the insurance requirements contained in the ITB. Failure of the apparent successful Bidder to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Bidder non-responsible and shall constitute grounds for Bid rejection.

SECTION D - CONTRACT PRICING BID SHEET AND BIDDER SIGNATURE

A. Schedule of Prices for all Regular Services:

Total Bid Amount Cost per month \$ _____ x 60 months = \$ _____ TOTAL

B. Exceptional/Emergency Services:

These services may be requested via a phone call due to the urgency of the need. The request must be followed up in writing. The written request must be attached to the invoice. Invoices for these services must be separate from the normal contract invoices.

Per Person \$ _____ /hour

C. CERTIFICATION of COMPLIANCE WITH TAX LAWS: By my signature below, I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Bidder in this matter, which I have authority and knowledge regarding the payment of taxes, and that Bidder is, to the best of my knowledge, not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" are those tax laws listed mean a state tax imposed by ORS 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

D. CERTIFICATION of COMPLIANCE WITH NON-DISCRIMINATION LAWS. By my signature below, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Bidder in this matter, and to the best of my knowledge the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Bidder is not in violation of any discrimination laws.

E. SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE. THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Invitation to Bid, if any issued, and to execute this Bid on behalf of Bidder.
- (2) Contractor is bound by and will comply with all requirements, Specifications, and terms and conditions contained in this Invitation to Bid (including all listed attachments and Addenda, if any, issued).
- (3) Contractor will furnish the designated Goods in accordance with the Contract Specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and
- (4) Bidder will PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER or SOCIAL SECURITY NUMBER WITH BID.
- (5) All affirmations acknowledged by Bidder within this ITB are true and correct.

Business Name

Authorized Signature

Title

Date

Printed Name

Telephone Number: () -

Fax Number: () -

E-mail address: _____

SECTION E- RECYCLED PRODUCTS CERTIFICATION - PART A

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the Contract.

"Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. "Recycled product" also includes any product that could have been disposed of as a solid waste; having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form. ORS 279A.010 (1) (gg)

"Post-consumer waste" means a finished material that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. "Post-consumer waste" does not include manufacturing waste. ORS 279A.010 (1)(s)

"Secondary waste materials" means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, "secondary waste materials" does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process. ORS 279A.010 (1) (hh)

"Recycled PETE product" means a product containing post-consumer polyethylene terephthalate material. ORS 279A.010 (1) (ff)

SECTION E - RECYCLED PRODUCTS CERTIFICATION - PART B

I, the undersigned duly authorized representative of the Bidder, hereby certify that the following product included in this Bid contain the following minimum percentages:

Identify the Good and respond to the following regarding that Good:

- a) % (Recycled product as defined in ORS 279A.010(1)(gg) ____
- b) % (Post-consumer waste as defined in ORS 279A.010(1)(s) ____
- c) % (Secondary waste materials as defined in ORS 279A.010(1)(hh) ____
- d) % (Recycled PETE product as defined in ORS 279A.010(1)(ff) ____

Bidder must provide a separate signed Recycled Product Certification for each Good identified.

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

SECTION F - RESIDENCY INFORMATION

ORS 279A.120 states "In determining the lowest responsible bidder, a public contracting DHS shall, for the purpose of awarding the contract, add a percent increase on the bid/proposal 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."

"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/proposal, has a business address in this state and has stated in the bid/proposal whether the bidder is a "resident bidder". (ORS 279A.120(1)(b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120(1)(a)).

a. Check one: Bidder is a () resident bidder () non-resident bidder.

b. If a resident bidder, enter your Oregon business address:

c. if a non-resident bidder, enter state of residency: _____

d. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

Check one: () Yes () No

If yes: state the preference percentage: _____%

If yes, but not a percentage of bid/proposal price, describe the preference: _____

If yes, state the law or regulation that allows the preference described (legal citation): _____

_____/_____/_____ Signature of Authorized Representative	_____ Title	_____/_____/_____ Date
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Typed or Printed Name of Authorized Representative

SECTION G – BIDDER REFERENCES

1) Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: # () _____ - _____

Fax # () _____ - _____ Internet address _____

Approximate Square Footage: _____

Description and date(s) of services provided: _____

2) Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: # () _____ - _____

Fax # () _____ - _____ Internet address _____

Approximate Square Footage: _____

Description and date(s) of services provided: _____

3) Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: # () _____ - _____

Fax # () _____ - _____ Internet address _____

Approximate Square Footage: _____

Description and date(s) of services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

SECTION G – BIDDER REFERENCES

4) Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: # () _____ - _____

Fax # () _____ - _____ Internet address _____

Approximate Square Footage: _____

Description and date(s) of services provided: _____

5) Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: # () _____ - _____

Fax # () _____ - _____ Internet address _____

Approximate Square Footage: _____

Description and date(s) of services provided: _____

6) Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: # () _____ - _____

Fax # () _____ - _____ Internet address _____

Approximate Square Footage: _____

Description and date(s) of services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Contract Number SAMPLE

**State of Oregon
Trade Services Contract for
Janitorial Services**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to DHS.Forms@state.or.us or contact the Office of Document Management at (503) 378-3486 and TTY at 503-378-3523.

This Contract is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS," and

Contractor
d.b.a. Facility or Assumed Name
Address
Address
Contractor Contact: [enter name]
Telephone: 000-000-0000
Fax: 000-000-0000
E-mail address: (optional)
Contractor's home page URL, if applicable (optional)

Hereinafter referred to as "Contractor."

Janitorial Services to be performed under this Contract relates principally to the DHS Facility located at **2575 Westgate, Bldg. 208 NW Center Ct., Pendleton, OR 97801**, approximately **11,413** square feet of space.

Contract Administrator: Sharon Domaschofsky or delegate
Office of Facilities
500 Summer Street NE, E-90
Salem, OR 97301-1115
Telephone: 503-947-5018
Fax: 503-947-5315
E-mail: [**sharon.k.domaschofsky@state.or.us**](mailto:sharon.k.domaschofsky@state.or.us)

1. Effective Date and Duration

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by the Department of Justice or on July 16, 2010, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on June 30, 2015. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents

- a. This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:
 - Exhibit A, Part 1: Statement of Work
 - Exhibit A, Part 2: Special Provisions and Instructions Concerning Performance of Services
 - Exhibit B: Standard Terms & Conditions
 - Exhibit C: Insurance Requirements
 - Exhibit D: Contact Information for the PartiesThere are no other contract documents unless specifically referenced and incorporated in this Contract.
- b. This Contract and the documents listed in Section 2. "Contract Documents," Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits A, B, C, and D.

3. Consideration

- a. DHS agrees to pay Contractor a monthly fee of \$[Enter monthly fee] for all scheduled Services in accordance with Exhibit A, Part 1, "Statement of Work." The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[Enter NTE]. DHS will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- b. Additional Services: DHS may require additional clean up for special or emergency/exceptional reasons. DHS agrees to pay Contractor \$[Enter hourly rate] per hour per person for additional emergency/exceptional services. Contractor must receive written authorization from the DHS Contract Administrator prior to performing additional work. Contractor shall bill DHS on a separate invoice and shall submit invoices for payment as described in Exhibit B, "Standard Terms & Conditions," Section 5., "Invoicing - Payment of the Prices."
- c. Interim payments to Contractor shall be subject to ORS 293.462.
- d. DHS will pay only for completed Work under this Contract. For purposes of this Contract, "Work" means the tasks or services and deliverables accepted by DHS, and which are described in Exhibit A, Part 1, "Statement of Work," and Exhibit A, Part 2, "Special Provisions and Instructions Concerning Performance of Services."

4. Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that:

- ☐ Contractor is a sub-recipient;
OR
☐ Contractor is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this
Contract:

5. Contractor Data and Certification

- a. Contractor Insurance Information. Contractor shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0333(5).

Please print or type the following information

Name (exactly as filed with the IRS) _____

Address _____

Telephone: () _____ - _____ Fax: () _____ - _____

Nonresident alien ☐ YES ☐ NO

Proof of Insurance:

Workers Compensation Insurance Company _____

Policy # _____ Expiration Date: _____

Professional Liability Insurance Company Not Applicable

General Liability Insurance Company _____

Policy # _____ Expiration Date: _____

Auto Insurance Company _____

Policy # _____ Expiration Date: _____

Business Designation:

☐ Professional Corporation ☐ Partnership ☐ Limited Partnership
☐ Limited Liability Company ☐ Limited Liability Partnership
☐ Corporation ☐ Sole Proprietorship ☐ Other _____

The above information must be provided prior to Contract execution. Contractor shall provide proof of Insurance upon request by DHS or DHS designee.

- b. Certification. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that:

- (1) The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in Section 5. "Contractor Data and Certification," Subsection a., above is Contractor's correct information. "Contractor Data and Certification," Subsection a., is true and accurate;
- (3) Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding;
 - (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or

- (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and

Contractor is an independent contractor as defined in ORS 670.600.

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

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Signatures:

Approved by Contractor:

Authorized Signature	Title	Date
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Approved by DHS:

Authorized Signature	Title	Date
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Approved by the Department of Administrative Services: Exempt per OAR 125-246-0170.

Approved for Legal Sufficiency: Not Applicable per OAR 137-045-0030(1)(a)

DHS Office of Contracts and Procurement:

Contract Specialist	Date
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EXHIBIT A

Part 1 Statement of Work

Contractor agrees to provide Janitorial Services at the DHS office located at 2575 Westgate, Bldg 208 NW Center Ct., Pendleton, Oregon. Services to be provided shall meet the minimum requirements listed below and to maintain the DHS facility in a clean, neat condition.

Services shall be performed five days per week, Monday through Friday, between 6:00 p.m. and 6:00 a.m. excluding holidays observed by DHS. Holidays falling on Saturday will be observed on a Friday. Holidays falling on Sunday will be observed on a Monday. Deviation from Service schedules must be approved in advance by DHS Facilities Coordinator. Contractor shall provide janitorial services as follows:

1. Daily Janitorial Services:

- a. Clean and damp mop all hard surface floors removing dirt and debris;
- b. Vacuum high traffic carpeted areas including common areas
- c. Spot clean carpet where necessary to remove spots and stains;
- d. Clean and disinfect tables, counter tops and sinks in the following areas:
 - (1) Kitchens;
 - (2) Break rooms;
 - (3) Conference rooms;
 - (4) Meeting rooms; and
 - (5) Lobbies and common areas.
- e. Common areas:
 - (1) Remove all fingerprints from interior glass; and
 - (2) Clean and disinfect drinking fountains, door handles, door knobs, sink faucet handles, push and pull bars, light switches, etc.
- f. Restrooms:
 - (1) Clean, damp mop and disinfect all restroom floors;
 - (2) Clean and disinfect towel and soap dispenser;
 - (3) Clean all restroom mirrors;
 - (4) Clean and disinfect baby diaper changing table;
 - (5) Clean and disinfect restroom sinks including faucet handles, counter tops, toilets (internally and externally), toilet seats;
 - (6) Clean and disinfect door handles and locks, and all rails installed on restroom walls; and
 - (7) Replenish restroom supplies, i.e. toilet paper, paper towels, seat liners, liquid soap.
- g. Trash Collection - Contractor shall:
 - (1) Contractor and DHS will determine centralized locations and common areas for placement of centralized trash receptacles. Contractor shall provide and replenish

backup supplies for each size trash liner as necessary for staff use, next to the trash receptacles located in all centralized locations and common areas.

- (2) Contractor shall not empty individual workstation, desk side or private office trash receptacles, DHS staff will be responsible for emptying their own trash and recyclables.
 - (3) Empty centralized recyclable receptacles and centralized garbage cans and replace liners as necessary;
 - (4) Wipe the inside and outside of centralized garbage cans as needed and install plastic liners;
 - (5) Trash and cardboard to be taken to the dumpster area. Dumpster area to be kept clean.
- h. Clean and polish all entrance door glass inside and outside;
 - i. When moving furniture during the cleaning process, return to original configuration;
 - j. Change interior burned-out light bulbs and fluorescent tubes. Remove and recycle or discard in accordance with current laws;
 - k. Maintain janitorial storage area in a clean and orderly fashion. Ensure there are basic cleaning supplies and tools for use during the day;
 - l. Enter any unusual occurrence, malfunction, and property damage into the onsite janitorial log; and
 - m. Promptly respond to any entries left in the onsite janitorial log.
 - n. Remove debris (cigarette butts, trash) from all building entrances, sidewalks, parking areas, outdoor break area, patios and landscaped areas that are adjacent to or serve this building.

2. Weekly Janitorial Services:

- a. Vacuum all carpeted areas including the edges;
- b. Clean all mirrors; plumbing connections and restroom hardware throughout the DHS facility.
- c. Clean exposed counter surfaces of all kitchens, break room and restroom cupboards, kitchen appliances and vending machines;
- d. Dust surfaces of furniture; i.e., file cabinet tops, fixtures, windowsills and ledges (high and low). Dust cubicle top edges and exterior cove base edges; and
- e. Spot clean doors and door frames, removing fingerprints, smudges, dirt and scuff marks.

NOTE: Submit a written schedule of all Monthly, Quarterly, Semi-Annual, and Annual periodic cleaning tasks to the Office of Facilities by January 2nd of every year. The first submittal shall be within 30 days following execution of this contract.

3. Monthly Janitorial Services:

- a. Wash and disinfect all restrooms walls and wainscoting;
- b. Clean the bathroom vent covers;
- c. Vacuum all upholstered furniture in the common areas, and spot clean as needed to ensure spots are removed, (does not include employee chairs);
- d. Clean and sweep all storage areas; and

- e. Clean, dust and remove cobwebs from interior ceiling, doorways, and exterior windowsills and entrances. NOTE: Notify the DHS Facilities Coordinator if windows show signs of water incursion or mildew.

4. Quarterly Janitorial Services:

Schedules to be coordinated with DHS Facilities Coordinator:

- a. Clean, scrub and polish all hard surface floors. (per manufacturer's instructions). Including the edges and cove base.
- b. Clean all louvers and vent covers for heating-cooling system.

5. Semi-Annual Janitorial Services:

Schedules to be coordinated with DHS Facilities Coordinator:

- a. March and September (or as indicated):
 - (1) Vacuum and clean mini blinds or other window coverings;
 - (2) Clean interior windowsills and window tracks; and
 - (3) Wash all light fixture covers and reflectors.
- b. Carpets shall be cleaned on the following schedule and in the identified manner:
 - (1) January and July: Professionally clean and shampoo **all** carpeted floors.
 - (2) April and October: Professionally clean and shampoo carpeted floors in **high traffic areas**.
 - (3) Carpets must be clean and free from stains including areas along wall edges, transition areas and when cleaning, i.e. under tables and surfaces.
 - (4) Contractor shall be responsible for maneuvering their equipment around items that can not be easily or safely moved such as; cubicle furniture, file cabinets, copier machines, couches and desks. Contractor shall be responsible for replacing any furniture they move back to its original location.
 - (5) Contractor shall perform work after 6 PM, Friday through Sunday ending by 6:00 PM to allow drying time. All cleanings must be coordinated with the DHS Facilities Coordinator a minimum of 2 weeks in advance of work.
 - (6) For all cleaning, contractor must use a hot water extraction method with professional truck mounted equipment of at least 40hp and capable of at least 230 degree temperature and 300 PSI at the cleaning nozzle, operated by IICRC certified personnel.
 - (7) Contractor shall use a rotary jet extractor in all accessible areas and wand to be used under desks and around edges or places not accessible with the rotary jet extractor.
 - (8) Contractor shall do preconditioning where necessary prior to cleaning to ensure spots, stains and heavily soiled areas will come clean.
 - (9) Contractor must ensure carpets are completely dry within six (6) hours of cleaning.
 - (10) Contractor shall use only environmentally friendly cleaning products and shall follow all manufacturers' instructions.

6. Annual Janitorial Services:

Schedules to be coordinated with DHS Facilities Coordinator:

- a. Wet strip floors - clean, strip old wax, apply new wax, and buff all hard surface floors in accordance with floor manufacturer's recommendations.
- b. Wash interior and exterior of all windows.

7. Additional Services:

- a. Contractor may occasionally be required to perform services not otherwise covered by this contract. Such additional services requested by the DHS Authorized Building Contact shall be billed separately. Additional services (as requested) shall be performed between the hours of 6:00 p.m. and 6:00 a.m. excluding holidays, unless otherwise rescheduled by DHS Facilities Coordinator in writing.
- b. Contractor shall remove snow and ice from sidewalks and entry ways only as needed. Contractor shall submit invoices for snow and ice removal to DHS Facilities Coordinator separately.

8. As Needed Services:

As needed services for emergency clean ups must be approved by the DHS Facilities Coordinator prior to completion. These services may occur at any time and could require the contractor to provide service outside their normal working hours.

9. Exceptional Cleaning Services:

Contractor may occasionally be required to perform services not otherwise covered by this contract. Such exceptional services shall be requested by the DHS Authorized Building Contact and billed separately.

10. Approved Reimbursable Janitorial Consumable Supplies:

- a. Paper towels;
- b. Toilet tissue;
- c. Toilet seat covers;
- d. Wax lined paper, (feminine product disposal bags);
- e. Liquid/foam or gel hand soap;
- f. Hand sanitizer foam, gel or liquid;
- g. Plastic trashcan liners; and
- h. Interior light bulbs and fluorescent tubes.

11. Examples of non-reimbursable janitorial supplies (including but not limited to):

- a. Uniforms;
- b. Telephone, cellular phones including usage charges;
- c. Vehicles, gas, maintenance;
- d. Feminine hygiene and sanitary products to be sold in dispensing machines;
- e. Batteries;
- f. Vacuum cleaners;
- g. Air Freshener; and
- h. Janitorial supplies and equipment (Note: The supplies and equipment must be included in the cost of the custodial services).

12. Definition of Terms. During the performance of services provided by Contractor under this Contract, the following definitions apply:

- a. "As Needed" means a requirement for services whenever a deficiency is observed or should have been observed by Contractor or its employees, Custodial Supervisor or DHS Contact or designee (i.e., spots on carpets, walls, doors, partitions, smudges on electrical switches, etc.)
- b. "Clean" means the surface is visibly free from dust, dirt, finger prints, grease, grime, rust, spots, stains, or smudges. The surface shall be free from all foreign substances. In restrooms particularly, "clean" means all surfaces must be free of organic material, feces, and urine, or other soil. Toilet bowls must be free of stains and mineral build-up inside and out. All surfaces must be sanitized using products with appropriate disinfection protection approved by the Center for Disease Control (CDC) for disinfection of the Influenza A virus. A list of disinfectants approved for Influenza A can be found at:
<http://www.epa.gov/oppad001/influenza-disinfectants.html>.
- c. "Centralized Locations" means the location of trash and recycle barrels or containers, central to as many DHS facility staff as possible. To be agreed upon by DHS and Contractor in advance.
- d. "Common Areas" means restrooms, break rooms, conference rooms, lobbies, etc.
- e. "Disinfect" means to free from infection especially by destroying harmful microorganisms.
- f. "Dusting" means removing the dust from all vertical and horizontal surfaces. All furnishings, fixtures, and structural surfaces including ledges must be free of dust and other. Documents need not be moved to accomplish dusting.
- g. "Environmentally friendly" means goods and services considered to inflict minimal harm on the environment.
- h. "Interior Window Coverings" means and includes blinds, draperies or any other material furnished as window covering. It does not include items/materials placed on or at windows by individuals as decoration.
- i. "Professionally clean and shampoo" means cleaning carpet using hot water extraction method and professional quality equipment and within the IICRC CMT standards. Does not include use of spin bonnet. In all cases, carpets must be dry within 6 hours of cleaning.
- j. "Spot Cleaning" means removal of stains, spots, etc., in carpet and non-carpeted areas through use of an agent that will not damage the carpet or non-carpeted area.
- k. "Spray Buff" means the restorative maintenance of a previously finished floor with a suitable polishing machine immediately following the mist-spraying of an appropriate State approved product onto the surface whereby the wet application is buffed to dryness creating a "wet look" or shiny floor.
- l. "High Traffic Areas" means and includes lobbies, hallways, and all other areas where people normally walk, and in conference rooms.
- m. "Vacuuming" means vacuuming all floor surfaces, including ones hidden under furniture, until free of dirt, dust, and debris. Including the edges.
- n. "Wet Scrub" means the process that takes off only the top one or two layers of finish to eliminate imbedded dirt and scratches, includes a re-coating with one or two layers of finish as needed to complete the process.
- o. "Wet Strip" means the elimination of all finish and sealer, getting down to the bare floor.

13. Additional Comments:

- a. **Security** - Do not let anybody into the building. Do not give anyone keys or codes to the building. Lock and double-check all exterior building doors upon final departure. Keep all outside doors and windows locked while working in and about the building area after regular business hours, do not prop exterior doors open.
- b. Contractor shall use environmentally friendly, Green, cleaning products and compounds and shall follow all manufacturers' instructions.
- c. **Safety** - Contractor shall keep in mind the safety of staff, contractors and guests. Note: place "wet floor" signs out as needed and take any necessary safety precautions.
- d. **DHS Tobacco-Free Policy** - Contractor shall recognize the DHS Tobacco-Free campus policy. The policy prohibits the use of all tobacco products at all times in the interior and exterior spaces of DHS-controlled locations. That means a person may not smoke or use smokeless tobacco inside DHS buildings or on the surrounding DHS campuses or property.
- e. **SANITIZING** products must provide appropriate disinfection protection approved by the Center for Disease Control (CDC) for disinfection of the Influenza A virus. A list of disinfectants approved for Influenza A can be found at: <http://www.epa.gov/oppad001/influenza-disinfectants.html>.

EXHIBIT A

Part 2

Special Provisions and Instructions Concerning the Performance of the Services

1. Emergencies

In the event of emergency situations (including but not limited to problems with water leakage, broken locks, cracked windows, torn carpets, and possible fire hazards) involving the Facility, the Contractor shall immediately report the situation to the DHS Building Contact. In case of the DHS Building Contact's absence, Contractor shall contact the DHS Facilities Coordinator or any other DHS management personnel. Contractor may use a DHS phone in case of such emergencies. Contractor shall follow up with submittal of a written report to DHS Facilities Coordinator or Contract Administrator whenever the above occurrences, malfunctions or property damage is noted.

2. Change in Service Specifications (Amendments)

The Contractor shall contact DHS at any time Contractor feels that changes or modifications in the performance specifications or requirements would result in improved Services. Provided, that DHS will not be obligated to agree to any such recommendations. Further, DHS, in its sole discretion, may at any time during the term of the Contract reduce the scope of Services to be performed, and all Parties shall execute a contract amendment that reflects the changes.

3. Tools, Equipment & Supplies to be Furnished by the Contractor

Contractor shall purchase, provide, and be reimbursed for the following consumable items; paper towels, toilet tissue, hand soap, seat covers, trash can liners, light bulbs (interior only), fluorescent tubes (interior only) and hand sanitizer foam (gel or liquid). Contractor shall invoice Authorized Purchaser monthly for these consumable items used the previous month. Contractor shall maintain and provide an accurate inventory and accounting for DHS Facilities Office Assistant and provide this information with the monthly invoice for the consumable items. Except as otherwise provided for herein, all tools, equipment, machines, labor and supplies necessary for the performance of services will be provided by the Contractor. All supplies must be of a kind in general use for this class of services and must comply with State of Oregon procurement specifications and standards. Contractor shall use properly maintained CRI green label silver or gold certified vacuum cleaner and vacuum cleaner bags. Contractor shall use CRI green label environmentally friendly cleaning products and shall follow all manufacturers' instructions.

NOTE: Abrasives such as AJAX or Comet shall not be used on bowls, tubs, paint, or other finished surfaces. Harsh acid products such as hydrochloric acid bowl cleaners shall not be used on metal fixtures, paint, or other finished surfaces.

4. Items to be provided by DHS

If furnished, feminine napkin machines to be filled and serviced by the Contractor, proceeds of which shall go to the Contractor. Contractor shall be responsible for stocking of dispensers during scheduled daily cleaning. Contractor shall purchase sanitary napkins/tampons. DHS will not reimburse Contractor for sanitary napkins/tampons.

5. Maintenance of Storage Areas

Contractor shall maintain custodial closets and/or storage areas in a clean, orderly, and safe manner at all times. Contractor shall ensure that basic equipment and cleaning chemicals are always available in these areas for emergency clean-up use by its staff during working hours. Contractor shall ensure that equipment and chemicals are stored in such a manner as to maintain the required access, paths and

clearances to and from such items as electrical panels, hot water tanks, telephone racks or other similar items in accordance with regulatory requirements. Continued failure to maintain these areas in a safe and orderly fashion in violation of applicable fire and/or safety codes will be considered a material breach and may lead to Contract termination.

6. Reporting Method - Day to Day Communications

The Contractor and the DHS Authorized Building Contact shall cooperate in developing an on-site, daily janitor log for communicating day to day needs, requests or observations requiring action by the Contractor or DHS. A copy of EXHIBIT A, Part 1, "Statement of Work," shall be posted with the daily janitor log. Contractor's employees and the DHS Authorized Building Contact shall review the daily janitor log, each workday for required actions and responses to issues.

Contractor's Custodial Supervisor shall initial and date the daily janitor log each time they are in the building. All communications from the Contractor's employees shall be directed through the DHS Authorized Building Contact, by writing in the daily janitorial log. At no time shall the Contractor's employees leave written messages, instructions or requests at DHS employee workstations or in DHS offices. The daily janitor log and a copy of EXHIBIT A, Part 1, "Statement of Work," will be available and reviewed by the DHS Authorized Building Contact, the DHS Facilities Coordinator and the Contractor during all walk-through inspections. This inspection process shall be developed and implemented within 30 days of issuance of the Notice to Proceed. Sites and locations for the daily janitor log shall be determined by the DHS Facilities Coordinator.

Contractor shall prepare a written report immediately upon discovery of an unusual occurrence, malfunction of equipment or property damage is noted or has occurred. Contractor shall fax a written report to the DHS Authorized Building Contact by no later than the next workday.

7. Monthly Reports

At the request of DHS, Contractor shall submit an electronic, faxed or mailed copy of a monthly detailed report describing all services performed each month. The monthly report shall include but not be limited to, a copy of daily check sheets, daily janitor log sheets, inspection reports with Contractor's notes, etc. Contractor shall submit a copy of monthly reports to the DHS Facilities Coordinator, DHS Contract Administrator or designee identified in EXHIBIT D, "Contact Information for the Parties." of this Contract.

8. Facility Security

Only the Contractor and its employees shall be authorized access to the Facility to perform Services under this Contract. While Services are being performed in or about the Facility or the Facility site, all exterior doors and ground floor windows shall be kept closed and locked. Any exterior exit being used to remove supplies, trash or equipment shall not be blocked open or left unattended during this process. Interior door security shall be maintained in the individual areas within the Facility during the shift. Doors to unattended rooms shall be closed and secured during the shift except while being serviced. The Contractor will be responsible for the security of the Facility while performing Services and working inside, and for securing the Facility upon departure. Once the Facility is locked, the Contractor or its employees shall not open doors to allow a person to enter. Any problems or questions regarding individuals requesting access without an entrance key, access card or button, or other form of proper identification, or any problems with unauthorized persons, loitering, theft, or vandalism shall be immediately reported by phone to DHS' contracted security company. DHS reserves the right to screen, and when necessary, refuse access to the Facility or specific work areas in the Facility to any of Contractor's employees.

9. Inspections

The Facility may be regularly inspected by the DHS Building Contact and DHS Facilities Coordinator. DHS Building Contact may forward written results of the inspection to the DHS Facilities Coordinator and DHS Contract Administrator for immediate action to correct the problems and may notify Contractor of any deficiencies in writing the "Deficiency Notice". Contractor shall have 24 hours from the receipt of the Deficiency Notice to correct all Service deficiencies unless additional time is otherwise negotiated. Failure to cure Service deficiencies within the specified amount of time shall be considered a material breach and DHS reserves the right to terminate the Contract as provided for herein. Any minor performance or Services deficiency that needs to be addressed in a timely manner shall be responded to within one hour by the Contractor. The Contractor shall take written complaints from DHS regarding the quality of Services provided. The Contractor shall meet with the DHS Building Contact, Facilities Coordinator and Contract Administrator on at least a quarterly basis to review and discuss complaints and/or performance issues.

10. Contact Individuals

Contractor shall designate one or more person(s) responsible for its work under the Contract. The name, address and telephone number of the Contractor or his/her authorized representative must be made available to DHS at all times. Contractor shall maintain an office which is staffed during the day and through which direct telephone contact is possible between the hours of 8:00 am and 5:00 pm.

11. Scheduling of Quarterly, Three Times per year, Semi-Annual, and Annual Janitorial Services

Contractor shall schedule actual dates in advance with DHS Facilities Coordinator for Quarterly, Three Times per year, Semi-Annual, and Annual Janitorial services.

12. Rescheduling of Services; Scheduling of Periodic Work

Contractor shall notify and receive approval in advance from the DHS Facilities Coordinator or designee if any Services are to be rescheduled. Services that are not performed according to the Service schedules or that are not rescheduled through the DHS Facilities Coordinator shall be deducted from the current or next subsequent monthly payment. This deduction shall be based upon the itemized list of costs for Services provided by the Contractor.

13. Supervision

Contractor shall provide continual on-site supervision during night shifts and sufficient supervision during all work hours to ensure that appropriate equipment is being utilized, and that correct operating procedures, work practices, and Contract specifications are being followed.

14. Confidentiality Agreement

To all contractors providing services to the Department of Human Services, its Divisions or Programs:

For the purposes of this certificate, the term "Contractor" will mean all Approved Workers assigned to provide required services by the contractor.

Oregon's laws contain provisions related to confidentiality of records, lists and information about applicants/clients/recipients. These laws, and the penalties for violation of them, pertain to every contractor working under contract, at all levels and in any capacity. Contractor understands that these laws may change from time to time and that it is Contractor's responsibility to read and understand these changes as Contractor is notified of them. Contractor further understands and agrees that Contractor has a duty to abide by the laws and policies governing the preservation of confidential

information and will abide by those laws and policies. Contractor understands its responsibility, that if in doubt, Contractor shall ask for clarification of the applicable laws, rules and policies. Contractor is legally responsible for any violation of these laws.

- a. ORS 411.320 Disclosure and use of records limited; contents as a privileged communication. For the protection of clients, Department of Human Services contractors shall not disclose or use the contents of any records, files, papers or communications for purposes other than those directly connected with the administration of the public assistance laws of Oregon, and these records, files papers and communication are considered confidential subject to the rules and regulations of the Department and its Divisions. In any judicial proceedings, except proceedings directly connected with the administration of public assistance laws, their contents are considered privileged communications.
- b. ORS 411.335 Prohibited use of lists or names. No person or agency shall solicit, disclose, receive, make use of , or authorize, knowingly permit, participate in or acquiesce in the use of, any lists of names for commercial or political purposes of any nature, for any purpose not directly connected with the administration of public assistance laws.
- c. ORS 411.990 Penalties (1) Violation of ORS 411.320 to 411.335 is punishable, upon conviction, by a fine of not more than \$1,000 or by imprisonment in the county jail for not more than 60 days, or by both.

Contractors' signature on this Contract certifies that Contractor has read and understands the provisions of law pertaining to the confidentiality of Departmental and Divisional records and information.

EXHIBIT B
Standard Terms & Conditions

1. Definitions

In addition to the terms defined elsewhere in this Contract, the following terms shall have the meanings set forth after the term:

- a. ““Contract” means this written agreement between the Contractor and DHS.
- b. “Contractor” means the person or organization who is party to this Contract with the State and is so named on page one of the Contract and in Exhibit D, “Contact Information for the Parties.”
- c. “DAS” means the Department of Administrative Services for the State of Oregon.
- d. “DHS Contract Administrator” means the individual identified on page one of this Contract and in Exhibit D, “Contact Information for the Parties.”
- e. “DHS” means the Oregon Department of Human Services.
- f. “DHS OC&P” means the Department of Human Services Office of Contracts and Procurement.
- g. “Effective Date” means the date on which the Agreement has been signed by all parties and all approvals required by law have been obtained.
- h. “Extension Term” means the duration of any extension of the Initial Term.
- i. “Facility” means the premises described on page one of this Contract.
- j. “Initial Term” means the term of this Contract.
- k. “OAR” means the Oregon Administrative Rules.
- l. “ORS” means the Oregon Revised Statutes.
- m. “Price” or “Prices” means the amount or amounts to be paid to the Contractor by DHS as specified in Section 3., “Consideration,; Subsections a., and b.
- n. “Services” means the services described in Exhibit A, Part 1, “Statement of Work,” of this Contract.
- o. “State” means the State of Oregon.
- p. “Term” means the Initial Term plus all extensions of the contract period.

2. Performance of the Services

Contractor shall perform the Services described in Exhibit A, Part 1, “Statement of Work,” at the Facility in accordance with the terms and conditions of this Contract.

3. Prices for the Services

DHS shall pay Contractor for Services as set forth in Section 3., “Consideration” of this Contract.

4. Adjustment of Prices

- a. Prices may be adjusted in whole or in part at any time during the Term of the Contract in the event of (1) a change in the scope of Services or enlargement or reduction of the size of the Facility to be served, or (2) changes in the cost of providing the Services.
- b. Under the circumstances described in Section 4.a, either party may request a Price adjustment in writing to the other party. Requests for adjustments must be submitted at least sixty (60) days prior to the proposed effective date and shall include supporting information and

documents sufficient to demonstrate that the need for the adjustment is the result of the application of the criteria identified in Section 4.a.

- c. Prices shall be firm through the original term of the Contract and may only be adjusted at the time of Contract extensions. Should the Contract be negotiated for a period longer than one (1) year and is coterminous with the building lease, Contractor may request an annual increase upon the passing of the first year from the date of execution of this Contract and each year afterward until expiration of this Contract. Price increases shall not exceed increases in the Consumer Price Index (CPI), based on the Portland/Salem Urban Consumers percentage adjustment. Proposed Price increases must be accompanied by documentation supporting such increases. If the proposed price increases are accepted, they shall become effective on the first day of the Contract extension period. Adjusted price increases shall be firm for a one (1) year period.
- d. The State shall be given the immediate benefit of any Price decrease. Contractor shall promptly notify DHS of the amount and effective date of each decrease. This decrease shall apply to Services performed on or after the effective date of the decrease.
- e. Should such decreased Prices again increase during the entire term of the Contract, including extensions, the State shall honor the increase if acceptable documentation verifying the increase is submitted to DHS, Office of Contracts and Procurement. DHS shall determine what constitutes acceptable documentation.

5. Invoicing - Payment of the Prices

- a. Within 30 calendar days following the end of each month, Contractor shall provide DHS with an itemized invoice of all Services and Supplies provided during the month. Invoices for any Additional/Exceptional Services requested and approved by DHS must be separate from the normal contract invoices.
- b. Contractor shall also provide DHS with an itemized invoice of all DHS Approved Janitorial Consumable Supplies provided during the month. DHS will reimburse Contractor at cost, for the DHS Approved Janitorial Consumable Supplies. Refer to Exhibit A, Part 1, "Statement of Work," for the list of Approved Consumable Supplies.
- c. Contractor shall submit itemized invoices in a format approved by DHS and shall include with each invoice all supporting documentation requested by DHS, including the names of all Contractor's personnel who performed Services covered by the invoice and the hours such personnel worked. Contractor shall keep and make available detailed records of Services, including Contractor personnel sign-in sheets, as DHS may require. Invoices shall be sent to the Facilities Office Assistant as noted in Exhibit D.
- d. Contractor may only assess overdue account charges in accordance with the provisions of ORS 293.462 up to a maximum rate of two-thirds of one percent per month (8% per annum). Payment shall be sent to Contractor at the address specified in the invoice.
- e. Services provided without written authority from DHS will be considered as unauthorized Services and will not be paid by DHS.

6. Term of the Contract – Extension

The initial term of the Contract shall be 60 months (the "Initial Term") and shall become effective on the date this Contract is signed by every party hereto and all other required approvals have been obtained (the "Effective Date"). Upon concurrence of the parties, the Contract may be extended for

additional terms ("Extension Terms"); provided, however, that the maximum duration of the Contract, including all extensions shall not exceed 5 years.

7. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all Services as an independent contractor. DHS reserves the right (1) to determine and modify the delivery schedule for the Services and (2) to evaluate the quality of the Services, provided, however, DHS may not and will not control the means or manner of Contractor's performance. Contractor shall determine the appropriate means and manner of performing the Services.
- b. If Contractor is currently providing the same or similar services to the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that (1) Contractor's Services to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and (2) no statutes, rules or regulations of the state or federal client for which Contractor currently performs services would prohibit Contractor from providing the Services under this Contract.
- c. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the State as those terms are used in ORS 30.265.
- d. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, DHS 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, except as a self-employed individual.

8. Subcontracts; Assignments; and Delegations

- a. Contractor may not assign, transfer or subcontract any of its rights under this Contract, or delegate or subcontract any duty or obligations under this Contract except with the prior written consent of DHS. All assignments, transfers or subcontract of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner.
- b. Any purported assignment, transfer or subcontract of rights or delegation or subcontract of duties or obligations in violation of this Section is void.
- c. DHS' consent given any of the actions described in Section 8. "Subcontract; Assignments; Delegation," shall not relieve Contractor of any of its duties or obligations under this Contract.
- d. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any.

9. No Third Party Beneficiaries

DHS and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

10. Funds Available and Authorized; Payments

Contractor understands and agrees that DHS' payment of amounts under this Contract is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

11. Contractor's Representations and Warranties

a. Contractor Represents and Warrants that:

- (1) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and;
- (2) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, and
- (3) Contractor shall, at all times during the Term of this Contract, be in compliance with all applicable license requirements including but not limited to professional, business and corporate licenses and those which are specific to the Services to be provided under this Contract.

b. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

12. Indemnity

- a. **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE, IT'S OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, WHICH MAY BE BROUGHT OR MADE AGAINST THE STATE BY A THIRD PARTY RESULTING FROM, ARISING OUT OF, OR RELATING TO (1) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN CONNECTION WITH OR INCIDENT TO CONTRACTOR'S PERFORMANCE UNDER OR RELATED TO THIS CONTRACT, OR (2) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (3) ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT OR THE ACTIVITIES OF CONTRACTOR UNDER THIS CONTRACT.**
- b. **THE STATE SHALL REASONABLY COOPERATE IN GOOD FAITH, AT CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF A COVERED CLAIM AND CONTRACTOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO THE OREGON ATTORNEY GENERAL TO DEFEND SUCH CLAIM AND ALL COSTS OF SUCH COUNSEL SHALL BE BORNE BY THE CONTRACTOR. THE OREGON ATTORNEY GENERAL'S ACCEPTANCE OF SUCH COUNSEL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED. COUNSEL MUST ACCEPT APPOINTMENT AS A SPECIAL ASSISTANT ATTORNEY GENERAL UNDER ORS CHAPTER 180 BEFORE SUCH COUNSEL MAY ACT IN THE NAME OF, OR REPRESENT THE**

INTERESTS OF THE STATE ITS OFFICERS, EMPLOYEES OR AGENTS. THE STATE MAY ELECT TO ASSUME ITS OWN DEFENSE WITH AN ATTORNEY OF ITS OWN CHOICE AND AT ITS OWN EXPENSE AT ANY TIME THE STATE DETERMINES IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE. DHS AGREES TO PROMPTLY PROVIDE CONTRACTOR WITH NOTICE OF ANY CLAIM THAT MAY RESULT IN AN INDEMNIFICATION OBLIGATION HEREUNDER. SUBJECT TO THE LIMITATIONS NOTED ABOVE, CONTRACTOR MAY DEFEND SUCH CLAIM WITH COUNSEL OF ITS OWN CHOOSING PROVIDED THAT NO SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIM SHALL OCCUR WITHOUT THE CONSENT OF THE STATE.

13. Insurance

During the entire term of the Contract, including any extension terms, Contractor, at Contractor's expense, shall maintain the insurance required under Exhibit C, "Insurance Requirements," which is attached hereto.

14. Default; Remedies

- a. Contractor shall be in default under this Contract if:
 - (1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - (2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after DHS' notice or such longer period as DHS may specify in such notice; or
 - (3) Contractor commits any material breach or default of any covenant, condition, warranty, obligation or agreement under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DHS' notice, or such longer period as DHS may specify in such notice.
- b. In the event Contractor is in default under Section 14.a., DHS may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:
 - (1) termination of this Contract under Section 15.b.;
 - (2) withholding all monies due for Services that Contractor has failed to perform within any scheduled completion dates or has performed inadequately or defectively;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - (4) exercise of its right of setoff.
- c. These remedies are cumulative to the extent the remedies are not inconsistent, and DHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 14.a., then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 15.a.

- d. DHS shall be in default under this Contract if:
 - (1) DHS fails to pay Contractor any amount pursuant to the terms of this Contract, and DHS fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
 - (2) DHS commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- e. In the event DHS terminates the Contract under Section 15.a, or in the event DHS is in default under Section 14.d and whether or not Contractor elects to exercise its right to terminate the Contract under Section 15.c, Contractor's sole monetary remedy shall be (1) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (2) with respect to deliverable-based Services, a claim for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by DHS, less previous amounts paid and any claim(s) that DHS has against Contractor.
- f. In no event shall DHS be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.

15. Termination

- a. At its sole discretion, DHS may terminate this Contract:
 - (1) For its convenience upon written notice by DHS to Contractor, or
 - (2) Immediately upon written notice if DHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services, or
 - (3) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DHS' purchase of the Services under this Contract is prohibited or DHS is prohibited from paying for such Services from the planned funding source.
- b. In addition to any other rights and remedies DHS may have under this Contract, DHS may terminate this Contract immediately upon written notice by DHS to Contractor, or at such later date as DHS may establish if Contractor is in default under Section 14.a.
- c. Contractor may terminate this Contract with such written notice to DHS as provided in Section 14.d if DHS is in default under Section 14.d.
- d. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to DHS all of DHS' property including any property, tools, equipment or supplies for which DHS has made payment in whole or in part that is in the possession or under the control of Contractor.
- e. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless DHS expressly directs otherwise in such notice of termination. Upon DHS' request, Contractor shall surrender to anyone DHS designates, all documents, research or objects or other tangible things needed to complete the Services.
- f. Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

16. Records Maintenance; Access

- a. Contractor shall maintain accurate and correct records of the direct labor hours performed for it by each worker in a manner sufficient to determine compliance with the 75 percent direct labor requirement of ORS 279.835(4)(c) or successor statute.
- b. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance.
- c. Contractor shall permit that DHS and the Oregon Secretary of State's Office federal their duly authorized representatives access to financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts.
- d. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

17. Compliance with Applicable Law

Contractor's compliance with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Contract, all of which are incorporated herein by reference to the extent that they are applicable to the Contract. DHS' performance under this Contract is conditioned upon compliance with ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

18. Foreign Contractor

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract

19. Force Majeure

Neither DHS nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of DHS or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

20. Survival

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 3, 5, 7, 8, 9, 11, 12, 13, 14, 16, 19 and 26.

21. Time is of the Essence

Time is of the essence under this Contract.

22. Notice

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or DHS at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 23. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered. Notwithstanding the foregoing, to be effective against DHS, any notice transmitted by facsimile must be confirmed by telephone notice to DHS' Office of Contracts and Procurement number listed below or any such telephone number DHS may provide by written notice to Contractor. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
 Department of Human Services
 250 Winter Street NE
 Salem, OR 97301
 Telephone: 503-945-5818
 Fax: 503-378-4324

CONTRACTOR: [enter contractor name]
 [enter address]
 [enter city, state & ZIP]
 Telephone: 000-000-0000
 Fax: 000-000-0000

23. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

24. Counterparts

This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

25. Governing Law; Venue; Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or

from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

26. Merger Clause; Waiver

This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DHS to enforce any provision of this Contract shall not constitute a waiver by DHS of that or any other provision.

27. Amendments

The parties may amend this Contract to the extent permitted by applicable statutes and administrative rules. No amendment to this Contract shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

28. Unauthorized Phone Calls and Equipment Use

Except as may be provided elsewhere herein, Contractor, its employees and its agents shall not use any of DHS' equipment including, but not limited to, telephones (except pay telephones), copiers, personal computers and facsimile machines without prior written authorization from the State DHS. Any unauthorized use of DHS' equipment by the Contractor, its employees or agents will be billed to the Contractor and will include (a) any costs incurred by DHS for investigation and (b) any administrative fees incurred by DHS. Any unauthorized use of DHS' equipment by the Contractor, the Contractor employees or its agents constitutes a material breach of contract and cause for immediate termination of this Contract.

29. Safety/Health Hazards

Contractor will take every precaution to instruct employees relative to, and to otherwise provide safeguards against any possible injuries associated with the Services to be provided under this Contract, including but not limited to any hazards associated with hazardous chemicals, cleaning agents and equipment. Products containing hazardous chemicals are those products covered by Oregon Administrative Rules Chapter 437. Contractor shall notify the State prior to using products containing hazardous chemicals.

30. Hazard Communication

Products which contain hazardous chemicals, as described in Oregon Administrative Rules Chapter 437, must be labeled, tagged or marked with the following information:

- a. Identity of the hazardous chemical(s);
- b. Appropriate hazard warning; and
- c. Name and address of the chemical manufacturer, importer or other responsible party. Contractor shall provide a Material Safety Data Sheet, as defined by the Occupational Safety and Health Administration (OSHA), and as required by OAR 437, Division 2 (29 CFR 1910.1200), for any materials provided or used under this Contract which contain or may release, or could otherwise result in exposure to, a hazardous chemical under normal conditions of use. Questions about the administrative rules referenced in this section should be addressed to the Department of Insurance & Finance, Accident Prevention Division, Labor and Industries Building, Salem, OR 97310, (503) 378-3272 and to the Dept. of Consumer and

31. Hours of Employment

As a condition to State's performance hereunder, Contractor shall employ no person to perform Services under this Contract for more than 10 hours in any one day or more than 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, in such cases, the employee shall be paid at least time and a half pay ("Overtime Pay"). Overtime Pay shall be required:

- a. For all overtime in excess of eight hours a day or 40 hour in any one week when the work week is five consecutive days, Monday through Friday; or
- b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. For all work performed on legal holiday specified in ORS 279B.020.

Contractor shall give written notice to employees who perform Services under this Contract either at the time of hire or before commencement of performance of Services 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, and the circumstances under which employees will earn Overtime Pay.

32. Transportation

The Contractor is responsible for transportation of its employees to and from the Facility.

33. Employer Contributions and Tax Withholdings

Contractor shall forward to the Oregon Department of Revenue and to the United States Internal Revenue Service all sums withheld from employees pursuant to both State and Federal tax laws. Contractor further shall pay all contributions or taxes due to the United States Social Security Administration, the Department of Employment and the State Accident Insurance Fund from the Contractor, and to forward the contributions of its employees to the United States Social Security Administration.

34. Payment for Contractor Supplies and Equipment

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor services, supplies or equipment utilized in the performance of this Contract. Should the Contractor fail, neglect, or refuse to make prompt payment of any such claim in connection with this Contract, the proper officer representing DHS may after ascertaining the claim is just, due and payable, pay such claim and charge the amount of the payment against such funds due, or to become due, to the Contractor by reason of this Contract. Payment of any claim in this manner will not relieve the Contractor with respect to any unpaid claims.

35. Right of Access

Contractor shall provide DHS with a complete list of its employees who will be providing Services under this Contract. Contractor shall update this list as staffing changes occur during the term of this Contract. The name of all initial employees, their back-ups, and all Contractor personnel added to the list must be submitted to DHS 72 hours in advance of the person performing Services. Contractor acknowledges and agrees that only its employees on the most current list shall have the right of access to the Facility and shall be the only Contractor employees utilized to provide Services.

36. Criminal History Check

Contractor shall run background checks and screen each Contractor employee before that employee will be allowed access to DHS premises or be authorized to perform any Services under the Contract. The Contractor shall establish verification by:

- a. Requiring that the applicant, as a condition of employment apply for and receive a criminal history check from the Oregon State Police, Criminal Identification Office, or appropriate Federal/National Security Agency which shall be provided to the Contractor; or,
- b. Contacting the Oregon State Police, Criminal Identification Office, and obtaining an "Oregon Only" criminal history check on the applicant/employee.

At DHS' request, Contractor shall provide a letter via certified mail or handed in person to DHS' Contract Administrator or Facilities Coordinator attesting that Contractor has complied with this requirement.

37. Access Cards; Keys

- a. DHS shall provide security codes and means of access to Facility to Contractor for use in the performance of Services under this Contract. Contractor shall provide a list of its employees who are assigned or possess access cards, buttons or keys. This list shall include the identification numbers of each access card, button and key assigned. Contractor shall maintain a current record of all access cards, buttons and keys and provide such current record to DHS within 48 hours of the Effective Date of Contract or of any Amendment modifying the scope of work or within 24 hours of request from DHS. Contractor shall not have additional keys made or reassign any access card or buttons without prior approval from DHS.
- b. Contractor shall immediately return all access cards, buttons or keys to DHS upon termination or cancellation of this Contract in whole or in part. Contractor shall assure that any employee who is assigned or possess access cards, buttons or keys immediately returns all such access cards, buttons or keys to Contractor upon termination of employment.
- c. Contractor shall be liable and responsible for any and all DHS' costs, losses and damages, including but not limited to the cost of re-keying doors, gates, and locks, arising out of or related to the loss of or other failure to return or account for access cards, buttons or keys by Contractor. Contractor shall contact DHS within 24 hours of a lost key, access card, or button to inform DHS of the ID numbers and Facility area affected. Contractor, its employees, and its agents shall not have additional keys, cards, or buttons reproduced without prior written approval from DHS.
- d. Contractor shall use access cards, buttons, keys and security systems only as instructed by DHS. Contractor may request additional alarm system training in writing. Alarm response charges, if any, resulting from a false alarm or other alarm response caused by Contractor's action or negligence, or the action or negligence of an employee of Contractor, will be deducted from the current month's invoice or will be credited against a future invoice ("False Alarm Fee"). This False Alarm Fee will be based on the current alarm response fee charged to DHS by DHS' contracted security company. Repeated alarm responses by DHS' security company due to Contractor's or its employees' action or negligence will constitute a material breach and may lead to Contract termination.

38. Security System Codes

The Contractor shall be liable and responsible for all DHS' costs, losses or damages, including, but not limited to, costs to make changes or corrections to the Facility security systems arising from or

related to the willful, negligent, or accidental release of security codes to unauthorized persons by the Contractor, its officers, employees or agents.

39. DHS' Reporting Method

DHS may use a fax form or electronic mail to communicate with Contractor regarding performance concerns or Service problems that need to be resolved. Contractor shall contact DHS, by phone or in person, within 24 hours or by the beginning of the next workday, whichever occurs first, to schedule and implement corrective action. DHS Contact shall be the first point of contact for Contractor on all Contract modifications or issues relating to this Contract.

EXHIBIT C
Insurance Requirements

Required Insurance: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DHS.

1. **Workers Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Professional Liability:** ☐ Required by DHS ☒ Not required by DHS

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract.

3. **Commercial General Liability:** ☒ Required by DHS ☐ Not required by DHS

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage's that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DHS:

Bodily Injury/Death:

☒ Combined single limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2010: \$1,500,000.

July 1, 2010 to June 30, 2011: \$1,600,000.

July 1, 2011 to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to June 30, 2010: \$3,000,000.

July 1, 2010 to June 30, 2011: \$3,200,000.

July 1, 2011 to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

☒ Combined single limit for any single claimant per occurrence:

From commencement of the Contract term to January 1, 2010: \$100,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to January 1, 2010: \$500,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

4. Automobile Liability Insurance: ☒ Required by DHS ☐ Not required by DHS

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the DHS:

Bodily Injury/Death:

☒ Combined single limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2010: \$1,500,000.

July 1, 2010 to June 30, 2011: \$1,600,000.

July 1, 2011 to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

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From commencement of the Contract term to June 30, 2010: \$3,000,000.

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July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

☒ Combined single limit for any single claimant per occurrence:

From commencement of the Contract term to January 1, 2010: \$100,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to January 1, 2010: \$500,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

5. Additional Insured:

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds

but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

6. Notice of Cancellation or Change:

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days' written notice from this Contractor or its insurer(s) to DHS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by DHS.

7. Proof of Insurance:

Contractor shall provide to DHS information requested in Data Certification for all required insurance before delivering any Goods and performing any Services required under this Contract. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

8. "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and DHS's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to DHS, upon DHS's request, certification of the coverage required under this section 8.

EXHIBIT D

Contact Information for the Parties

DHS Contract Administrator

Sharon Domaschofsky
DHS Facilities Deputy Administrator
500 Summer Street NE, E-90
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