

Meeting Date: 10/20/2015

Report Type: Consent

Report ID: 2015-00871

Title: Contract: Citywide Janitorial Services (Published for Review 10/08/2015)

Location: Citywide

Recommendation: Pass a Motion: 1) awarding janitorial services contracts for a one-year period with four one-year renewal options to: a) Lincoln Training Center (Lincoln) for a total amount not-to-exceed \$2,658,916, and b) Crossroads Facility Services (Crossroads) for a total amount not-to-exceed \$5,875,436; and 2) authorizing the City Manager or his designee to execute contracts and renewal options for the not-to-exceed amount specified for the vendors for a total not-to-exceed amount of \$8,534,352 for the five-year period.

Contact: Gary O'Neill, Program Analyst, (916) 808-7432; Katherine Robbins, Interim Procurement Manager, (916) 808-1562, Department of Finance

Presenter: None

Department: Finance

Division: Procurement Services

Dept ID: 06001511

Attachments:

1-Description/Analysis

2-Bid Analysis

3-Background

4-Crossroads Agreement

5-Lincoln Agreement

City Attorney Review

Approved as to Form

Maila Hansen

9/28/2015 3:34:28 PM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 9/21/2015 1:21:19 PM

Description/Analysis

Issue Detail: The City has ongoing requirements for janitorial services in City facilities, including City Hall and 42 other City facilities. In addition, the Convention Center Complex and Police Headquarters have requirements for on-call janitorial services.

Policy Considerations: The recommendations in this report are in accordance with City Code Section 3.56 *Purchasing of Supplies and Services*, including Section 3.56.070 *Transition employment period for displaced janitors*, and Section 3.58 *Living Wage*.

Economic Impacts: None.

Environmental Considerations: The report does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Compliance with Administrative Policy-4003 Sustainable Purchasing Policy (SPP) is a requirement for this contract. Pursuant to the SPP, the contractors agree to supply the City with environmentally preferable products. The City may terminate this contract or take other appropriate actions if a contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SPP and requirements specified in the contract.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In accordance with City Code Section 3.56, the Procurement Services Division issued Bid No. B16061521001 for citywide janitorial services on August 21, 2015. The bid closed on September 11, 2015. Four bids were submitted. One bid was deemed non-responsive and returned to the bidder unopened because it was not received at the location specified in the Invitation for Bid prior to the deadline. After opening and evaluating the other three bids submitted, one bid was deemed non-responsive due to the contractor’s failure to submit mandatory documents. The two remaining contractors were deemed responsive. Staff recommends splitting the award to receive the best value for the City. Lincoln will be awarded a contract for Categories G-1, G-2, G-7, and G-9 (3-days-per-week service) as well as Addendum 1 (on-call services at Police Headquarters). Crossroads will be awarded a contract for Category G-6 (3 days per week), Categories G-3, G-4, and G-5, (5-days-per-week-service), Category G-8 (7-days-per-week service), and category G-10 (on-call services at Convention Center Complex). Facilities require daily service unless otherwise specified.

Financial Considerations: Funding for janitorial services will be provided from various City departmental operating and project budgets. Sufficient funding is available in the Fiscal Year (FY) 2015/16 budget for janitorial services through June 30, 2016. Services provided after June 30, 2016, are subject to funding availability in the applicable fiscal year. City Council authorization will be requested in the event, and at such time, that the overall total or individual limit by a contractor is expected to exceed the amounts authorized.

Local Business Enterprise (LBE): Both Lincoln and Crossroads meet the City's LBE participation requirements.

BID ANALYSIS

MONTHLY COSTS	Lincoln	Crossroads
Awarded categories	\$ 37,278	\$ 92,449
Police On-call Services, Addendum 1 (1)	4,600	n/a
Services at 4th R and START facilities, as ordered (2)	500	500
Other special cleaning services as ordered by various departments	200	200
MONTHLY TOTAL	\$ 42,578	\$ 93,149

ANNUAL COSTS	Lincoln	Crossroads
ANNUAL COST, YEAR ONE	\$ 510,933	\$ 1,117,783
ANNUAL COST, YEAR TWO	521,152	1,145,728
ANNUAL COST, YEAR THREE	531,575	1,174,371
ANNUAL COST, YEAR FOUR	542,206	1,203,730
ANNUAL COST, YEAR FIVE	553,050	1,233,824
TOTAL NOT-TO-EXCEED AMOUNT PER CONTRACT	\$ 2,658,916	\$ 5,875,436
TOTAL	\$8,534,352	

Notes:

Annual increase is 2% per Lincoln & 2.5% per Crossroads

(1) per estimate from Police Department

(2) per estimate from 4th R and START

Background:

The Procurement Services Division previously issued a bid for janitorial services on November 7, 2014. A staff report was prepared and taken to City Council on February 24, 2015. In light of issues concerning exceptions to the Living Wage Ordinance (LWO) and the Displaced Janitor Opportunity Act, Council agreed to staff's recommendation to reject all bids. Staff was directed to report back to the City Council with findings regarding both issues.

Staff reported back to Council on July 21, 2015. Concerns resulting from exceptions in the LWO were handled through the use of revised bid specifications, rather than by revising the LWO. The revised bid specifications require that all employees working on the City's janitorial contracts will be covered employees under the LWO or that the contractor will have a limited ratio of non-covered employees to covered employees.

In response to Council's questions regarding job protection for the janitors, the City Attorney's Office provided guidance to Procurement Services that, while the transition period could legally be extended, such an extension would require a rational legal basis. Subsequent research relative to post-transition employment of the City's janitorial employees and a survey of other governmental agencies has not revealed such a basis.

Procurement Services staff obtained data from the City's primary janitorial service provider; almost all of the current janitors had been retained from the previous vendor in 2010 and continue to work for the current vendor. Staff also researched displaced worker transition periods in place or proposed at other agencies in California and has concluded that 60 or 90 days is the standard. Staff were unable to locate any agencies that had extended displaced worker transition periods beyond 90 days.



Requires Council Approval: No YES Meeting: 10/20/2015

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Non Professional Services, PO Type, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$ 5,875,436.00, Other Party: CROSSROADS FACILITY SERVICES, Certified Copies of Document, Project Name: Janitorial Services, City-wide, Deed: None/Included/Separate, Project Number, Bid Transaction #: B16061521001, E/SBE-DBE-M/WBE

Department Information

Department: Finance Division: Procurement Services
Project Mgr: Gary O'Neill Supervisor: Katherine Robbins
Contract Services: n/a Date: Division Mgr: Katherine Robbins
Phone Number: 916-808-7432 Org Number: 06001521
Comment:

Review and Signature Routing

Table for signature routing with columns: Department, Signature or Initial, Date. Includes rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager, and City Attorney.

Send Interoffice Mail Notify for Pick Up

Authorization section with fields for Choose Director, Department Director, and City Mgr (yes/no).

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing box containing fields for Finalized (Initial, Date), Imaged (Initial, Date), and Received (City Clerk Stamp Here).

PROJECT #: none
PROJECT NAME: Janitorial Supplies, City-wide
DEPARTMENT: Finance
DIVISION: Procurement Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of 11/01/2015, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*CROSSROADS FACILITY SERVICES, INC.
9300 TECH CENTER DRIVE, SUITE 100
SACRAMENTO CA 95826
Phone 916-568-5230 / Fax 916-568-5159*

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:
 - ✓ Invitation to Bid
 - ✓ Instructions to Bidders
 - ✓ Local Business Enterprise (LBE) Requirements
 - ✓ Drug-Free Workplace Policy and Affidavit
 - ✓ Declaration of Compliance (Equal Benefits Ordinance)
 - ✓ Declaration of Compliance (Living Wage Ordinance)
 - ✓ Contractor's Bid Proposal Form
 - ✓ Workers' Compensation Certificate
 - ✓ Certificate(s) of Insurance
 - ✓ Technical Specifications
2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

CROSSROADS FACILITY SERVICES, INC.

NAME OF FIRM

26-0226018

Federal I.D. No.

C3001367

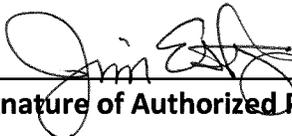
State I.D. No.

153663

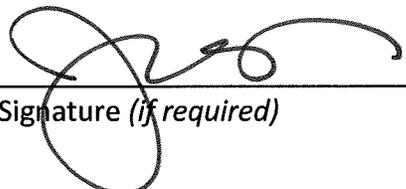
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: _____*)


Signature of Authorized Person

Jim Estep, President & CEO
Print Name and Title


Additional Signature (*if required*)

Joe DeBiasio, Treasurer/Secretary
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

CROSSROADS FACILITY SERVICES, INC.

Address:

9300 TECH CENTER DRIVE, SUITE 100, SACRAMENTO CA 95826

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

Date: 9/23/2015

Print name: Jim Estep

Title: President & CEO

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor:

CROSSROADS FACILITY SERVICES, INC.

Address:

9300 TECH CENTER DRIVE, SUITE 100, SACRAMENTO CA 95826

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

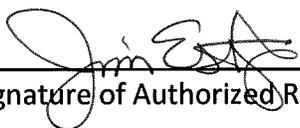
discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

Date: 9/23/2015

Print name: Jim Estep

Title: President & CEO

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*GARY O'NEILL / PROCUREMENT ANALYST
CITY OF SACRAMENTO, 915 I STREET 2ND FLOOR
SACRAMENTO CA 95814-2604*

Phone 916-808-7432 / Fax 916-808-5747 / E-mails goneill@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Scott Miller, Director of Operations
9300 Tech Center Drive, Suite 100, Sacramento, CA 95826
(916) 568-5230 x231 / (916) 568-5159 / smiller@crossroadsdiversified.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance

The services described herein shall be provided during the period ending on October 31, 2016. The contract is renewable for four (4) additional one (1) year periods.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either **[check one if applicable]:**

_____ Construction work in an amount exceeding \$25,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the \$ 5,875,436.00).

2. Billable Rates.

CONTRACTOR shall be paid monthly in arrears for the performance of Services as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. Payments to CONTRACTOR.

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

- (1) Job Name
- (2) Description of services billed under this invoice, and overall status of project
- (3) Date of Invoice Issuance
- (4) Sequential Invoice Number

- (6) Total Contract Amount
- (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
- (8) Total Billed to Date
- (9) Total Remaining on Contract
- (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from

D. Requests for payment shall be sent to:

REFER TO THE "BILL-TO" ADDRESS LISTED ON THE PURCHASE ORDER(S).

Attn: _____

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement

Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement,

Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement;

or

Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

All supplies for Category G-10, on-call services for the Convention Center Complex, will be provided by the City.

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____ (CONTRACTOR initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance.” _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.¹

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.²

¹ The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

² A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On 11/01/2015 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Janitorial Services (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to Employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

Attachment 1 to Exhibit A

I.) SPECIAL PROVISIONS

1. **Period of Performance.** Any contract(s) resulting from this solicitation will be awarded with a base period of one year beginning the day after the contract is approved by the Sacramento City Council.

The Contract may be extended on a year to year basis under the same terms and conditions; however, in no case shall the original contract period and all subsequent renewals extend beyond five (5) years. Contract options will be extended to a Contractor when it is in the City's best interest to do so. The City shall consider contractor performance, qualification criteria, and other contract conditions.

2. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

3. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts shall be computed from the date of delivery or completion and acceptance of services, or from the date of receipt of the invoice, whichever is latest. Invoices must be submitted as specified on the purchase order. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

The Contractor shall be paid monthly, in arrears, for work satisfactorily performed. Certified payroll records must be approved by the City's Contract Manager before the invoice can be paid.

4. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

A. The contractual point-of-contact for this contract is:

Contract Manager	GARY O'NEILL
Dept.	FINANCE
Division	PROCUREMENT SERVICES
Address	915 I ST 2 ND FL, SACRAMENTO CA 95814-2604
Phone	916-808-7432
E-Mail	goneill@cityofsacramento.org

B. A list of Site Managers for the various City facilities will be provided to the Contractor(s) upon award of a contract. The Site Manager is the City employee designated to report on janitorial service at a particular facility.

5. **Contractor Supervisor.** The Contractor shall provide a Supervisor or Supervisors who shall be responsible for the performance of the work. A minimum of one alternate shall act for the Contractor when the Contract Supervisor is absent or unavailable. As used in

Attachment 1 to Exhibit A

this contract, the term "Contract Supervisor" shall include the alternate(s) as specified above.

The Contract Supervisor shall:

- a. Be a full-time employee of the contractor with the authority to act as the Contractor's representative.
 - b. Be dedicated to the City contract and not supervise any other contracts that Contractor may have with other agencies or firms.
 - c. Be the primary point of contact between the City and the Contractor's employees.
 - d. Be available between the hours of 10:00 AM to 5:00 PM to meet with the City's Contract Manager, Site Manager(s), or other City personnel to discuss issues related to the contract. For category G-10, the Supervisor shall be onsite whenever the Contractor's personnel are onsite.
 - e. Have a cellular telephone to permit timely contact to the City and must respond to all calls within one (1) hour.
 - f. Be able to fluently read, write, speak, and understand English.
 - g. Provide training to employees on the proper procedures and methods to clean.
6. **Contractor Employees.** The Contractor shall furnish adequate supervisory and working personnel that are a minimum of eighteen (18) years of age and capable of completing all the work required under this contract. If, in the sole opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

The Contractor's employees must be able to understand and converse in English.

The Contractor shall provide employees with work uniforms bearing the name of the company and the employee's name. T-shirts and/or polo shirts are acceptable. The City will allow long pants of the Contractor's choice provided that the pants are clean, neat, and free of holes at the start of the employee's shift. The only hats that may be worn are those that display the Contractor's logo. All Employees are to wear close-toed shoes. Employees shall present a neat appearance and may not be permitted to work until properly attired. Appropriate uniforms shall be worn at all times, including by personnel who are being trained.

The Contractor will coordinate with the City for the issuance of photo ID badges for all employees performing service at City facilities.

The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest as solely determined by the City. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

Janitorial staff shall be trained on safety requirements to include quality performance to City specifications, GHS Training, IIPP plans, Blood-Borne Pathogen Training, Personal Protective Equipment Training, and Injury/Illness Program Training as required by Cal-OSHA, Title 8, Sections 3203, 1926.59, and 5193. The Contractor is required to provide certification that janitorial personnel have received this training. This certification must be

Attachment 1 to Exhibit A

submitted to the City's Contract Manager prior to the commencement of the contract. For new employees being assigned to this contract, the required certification must be provided to the City's Facilities Contract Coordinator prior to the commencement of duties. All training shall be provided at the sole expense of the Contractor.

7. **Contractor Employees (Background Checks).** The Contractor's Contract Manager and employees performing services in Category 7 or 8 facilities, the Public Safety Building or the 911 Call Center, shall be bonded and submit to a criminal record background check prior to being assigned to those facilities. The Sacramento Chief of Police, or a designated representative, shall determine the acceptability of such persons. Unacceptable persons shall not be assigned work at those facilities, but may work at other City facilities with the approval of the City's Project Manager.

All costs and required fees related to background checks, including travel costs and time associated with the check, are to be borne by the Contractor.

8. **Contractor Employees (Day Porter).** At the New and Historic City Hall buildings and at the 911 Call Center, the Contractor shall dedicate an employee as a Day Porter. The Day Porter is scheduled from 8:00 AM to 5:00 PM Monday through Friday. The primary duty of the Day Porter is to keep restroom paper products supplied and to monitor the cleanliness of the restrooms and common areas. The Day Porter must be able to fluently read, write, speak, and understand English.

9. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the City's Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Services Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

10. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication or distribution of paper or electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City. This includes blueprints, floor plans, or schematics of City facilities.

The Contractor may not photograph or record any portion of City facilities without the express written consent of the City's Contract Manager.

11. **Not mutually exclusive.** The City is not obligated to purchase all of its janitorial service requirements from any particular contract or contractor and may enter into contracts with multiple providers at the City's sole discretion. The Contractor is not obligated to furnish janitorial services exclusively for the City.

12. **Purchase Order.** A Purchase Order or Purchase Orders will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. Purchase Orders will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item

Attachment 1 to Exhibit A

or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th additional purchase orders may be issued for each fiscal year.

- A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
 - B. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
13. **“Piggybackable” Option for Other Government Agencies.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.
14. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis. The requesting department will accept the offer through a Purchase Order specifically referencing the offer/proposal for additional services.
15. **Sub-contracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be sub-contracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

16. **Pricing.** Prices are the maximum amount for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. Bid pricing shall include all wages, payroll taxes, fringe benefits, insurance, bonds, transportation, equipment, materials, supplies, administrative and overhead costs, and all other costs associated with the performance of the entire contract over a potential five (5) year term. Prevailing Wage / Living Wage may change annually and the Contractor shall make the appropriate adjustment to comply with these requirements.

No price changes are permitted during the first year of the contract, unless there is a change in the scope of the contract. Contractor must include all costs for performing the contract, which includes making the appropriate annual adjustments for wage rate increases, health benefits, vacation and other appropriate business expenses. **This is a fixed price contract and has no equitable adjustments.**

17. **Notification of Material Changes in Business.** Contractor agrees that if their firm experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key

Attachment 1 to Exhibit A

personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

18. **Continued Use of Facility.** The buildings involved in this project will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit their personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if authorized, will be performed at no additional expense to the City.
19. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
20. **Globally Harmonized System of Classification and Labeling Chemicals.** Contractor shall supply a Safety Data Sheet (SDS) for each chemical or hazardous material used at each site. The SDS information is to be kept available for review in a binder or other such mechanism in a location determined by the Site Manager for each site. Labels shall be on all dispensers for chemicals or other hazardous material.
21. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five (5) days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
22. **Termination for Convenience.** The City may terminate the contract for convenience upon 30 days written notice to Contractor(s).
23. **Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the service from other sources and to hold the Contractor for any excess cost occasioned to the City thereby.
24. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
 - A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and

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the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

- B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whatsoever shall in any manner or degree modify or otherwise affects the terms of this contract, including the requirements of the specifications.

- 25. Environmentally Preferable Procurement.** The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the SPP.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SPP and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable Purchasing Policy_SPP.ashx](http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx) or by contacting the Procurement Services Division at (916) 808-6240.

- 26. Prevailing Wage/Living Wage.** Any person performing labor in the execution of this contract shall be paid not less than the general Prevailing Wage Rate/Living Wage rate paid in private employment for similar work in the City. In accordance with Title 3.56, Paragraph 3.56.070 of the Sacramento City Code, it has been determined by the City that the current local Prevailing Wage Rate/Living Wage Rate for Janitorial Services in Sacramento County is \$13.83 per hour. This rate may change during the course of the contract and contractor will need to adjust employee per hour cost each time that occurs.

Prevailing/Living Wage rates are established using the US Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Adjusted, SF-Oakland-San Jose Percent Change. The City's Prevailing/Living Wage rates may change annually, usually in the

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month of February, and the successful Contractor will be required to increase employee wages accordingly, at no additional cost to the City. In submitting a bid, Contractors are advised to factor in this potential increase on the Pricing Schedules for the subsequent out years.

In the event the Contractor pays any laborer or employee less than the established prevailing wage rate, the City may terminate the contract. In the event of such termination, Contractor shall be liable and assessed no less than the established rate per day per violation.

NOTE: Pursuant to Section 3.58.020.B.4 of the Sacramento City Code, those contractors that are nonprofit corporations organized under Section 501 of the Internal Revenue Code and have fewer than one hundred (100) employees, whether full- or part-time, are exempt from paying the Living Wage.

- 28. Additional Insurance – Comprehensive Crime Policy.** In addition to the insurance requirements stated in the Non-Professional Services Contract template, the Contractor shall also maintain during the life of the contract:
- a. A comprehensive crime policy, with a minimum limit of not less than \$250,000 and a zero deductible, providing at least the following minimum coverage:
 - Employee Dishonesty Coverage — Form A
 - Depositor's Forgery Coverage
 - b. The comprehensive Crime Policy shall contain a provision either:
 - i. Naming City as an insured
 - ii. Providing that by reason of any loss resulting from Contractor's operation or maintenance of the sites, City shall have a direct right against the insurer for such loss, and such loss shall be payable directly to City upon request.
- 28. Certified Payroll – Electronic Requirement.** The City will require the successful Contractor to provide an electronic upload of certified payroll records each month. LCP Tracker Labor Compliance Software is the City's mechanism to meet this requirement. Contractor's payroll department will work with LCP Tracker staff to implement a bridge from Contractor's payroll system into the LCP Tracker. This requirement must be met within 30 days of contract award. Additional information can be found at www.lcptracker.com.
- 29. Displaced Janitor Opportunity Act.** New Contractors must comply with the Displaced Janitor Opportunity Act which requires janitorial contractors and sub-contractors that secure a new building service contract to employ the janitors of the former contractor or sub-contractor for at least 60 days pursuant to State of California Labor Code, Part 3, Chapter 4.5, Sections 1060 - 1065. In addition to the State's 60-day requirement, the City requires new contractors to increase this period of time by an additional 30 days making this a **total transition period of 90 days**.

It is the contractor's responsibility to be familiar with the requirements of this law.

By submitting a bid, the bidder acknowledges that they have read and understood the meaning, intent, and requirements of said act and acknowledges compliance with said act in the event a contract is awarded to the bidder.

II.) TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS

1. **SCOPE OF WORK.** Except as provided below, Contractor shall provide all personnel, equipment, tools, materials, supplies and other items necessary to perform janitorial services for the buildings listed in these Technical Specifications. All services shall be performed to the standards set forth in the Task List. Acceptance of services will be based upon results, not merely accomplishment of the required services.

City reserves the right to add or delete buildings and/or square footage and modify-the scope of work, schedules, and/or frequency of services as deemed necessary by the City. Such additions/deletions and/or modifications shall be discussed with the Contractor and, if necessary, adjustments will be made to the contract as mutually agreed.

2. **RELIANCE UPON PROFESSIONAL SKILL.** It is mutually agreed by the parties that the City is relying upon the professional skill of the Contractor, and the Contractor represents to the City that its work shall conform to generally-recognized professional cleaning standards in the janitorial industry. Acceptance of the Contractor's work by the City does not operate as a release of the Contractor's said representation.
3. **EQUIPMENT.** The Contractor shall supply all necessary tools, equipment, waxes, floor strippers, cleaners, brooms, mops, buckets, hoses, restroom cleaner, buffers, Kaivac, or similar performance restroom cleaning machines, vacuums, carpet cleaners, and all other tools and supplies not stated as being supplied by the City. Equipment must be top quality, professional commercial-grade equipment that is Energy Star rated. Materials shall be first quality and Green Seal certified, biodegradable, and shall be preapproved by the City's Contract Manager in coordination with the City's Facilities Manager in advance of usage at any City facility.

The Contractor shall use equipment and supplies that are designed and manufactured of the quality, size, and durability normally used in the industry for the performance of similar custodial services. All equipment and supplies shall be equal to or exceed those listed below, and shall be of adequate quantities to provide readily available stock to perform the required service. The City representative may periodically inspect the Contractor's equipment to ensure its serviceability, safety and performance. Items determined not to be in compliance will be removed and replaced with suitable equipment.

- Carpet cleaner and equipment shall be as recommended by the carpet manufacturer.
- Cell phone(s) to Contractors Supervisors and other key employees. Use of City phones is not permitted except to report an emergency to the authorities.
- Disinfectants: Hydrogen peroxide type shall be used for sinks and general washroom cleaning.
- Extension Cords: Commercial, heavy duty, three-conductor (with ground), flexible cord suited for use in wet areas.
- Vacuum cleaners: Indoor air quality is a concern for City facilities. Contractor-owned vacuum cleaners used in City facilities must be HEPA certified by the

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manufacturer or meet filtration ratings at HEPA standards and, therefore, must be rated to retain all particles to 0.3 microns in size at efficiency rating of 99 percent or higher. HEPA-rated exhaust filtration and HEPA disposable vacuum bags are required.

4. **JANITORIAL SUPPLIES.** The Contractor shall provide all necessary toilet paper, toilet seat covers, hand towels, lotion and powdered hand soaps, urinal and toilet deodorant cakes, and sanitary napkins and tampons as required unless otherwise specified for a particular facility per Site Specifications. Supplies are to be applicable to the dispenser(s) already installed at each site. Products are to be approved by the City's Contract Manager and be Green Seal or UL EcoLogo certified if available.

If alternate products are approved by the City's Site Manager and Contract Manager, the Contractor is responsible to furnish and install all necessary dispensers for the alternate product.

The Contractor shall supply Green Seal or UL EcoLogo certified cleaning products. If use of these products may cause damage to certain surfaces, the Contractor shall identify and submit to the City's Contract Manager a list of alternative products. Exceptions to Green Seal or UL EcoLogo certified products must be approved by the City's Contract Manager.

The Contractor shall use disinfectants that are hydrogen-peroxide based.

The Contractor will be responsible for security locks, collection of money, and the maintenance of sanitary napkin / tampon dispensers. These dispensers are to be fully stocked and operational at all times unless the City's Contract Manager waives this requirement in writing for a particular facility. Reimbursement for moneys collected shall be through a credit on the invoice.

The Contractor shall verify that all floor finishes, seals, spray buff solutions, and other such chemicals applied to non-carpeted floors provide adequate protection against creating/contributing to slip hazards. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery. The Contractor must certify that all employees and representatives are trained to recognize and understand the universal safety symbols.

The City will provide electrical power at existing outlets for the Contractor to operate equipment as necessary. The City will also provide hot and cold water at existing faucets as necessary.

5. **LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED).** The Contractor shall comply with all the requirements necessary to achieve the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) most current Operations and Maintenance rating system for Credits under Indoor Environmental Quality category. LEED for Existing Buildings addresses whole-building cleaning and maintenance issues. This includes chemical use, recycling programs, exterior maintenance programs, and system upgrades.

The Contractor for Category 1, City Hall and 300 Richards will be required to work with the City to establish a high-performance cleaning program and implement the use of

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janitorial equipment and supplies that reduces building contaminants and minimizes environmental impact. Failure to meet these requirements within six (6) months after the award of the contract may result in termination of the contract for these facilities.

6. **STORAGE AREAS FOR EQUIPMENT AND SUPPLIES.** The Contractor shall be provided for no charge adequate facilities for the storage of equipment and supplies at most facilities. The City makes no guarantee that all facilities have a dedicated storage closet. Some areas or building floors share a common storage area.

The Contractor shall store in these areas only equipment and supplies used at City facilities. The Contractor shall be responsible for maintaining these areas in a clean and orderly manner. Any combustibles will be stored in metal, fireproof containers. No flammables, corrosives, or explosives shall be stored in these areas.

7. **CAUTION SIGNS.** The Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions to people other than Contractor personnel. These signs shall always be used whenever the work performed by the Contractor is creating wet or slick floors. Signs shall be displayed regardless of whether the facility is open for business or closed and shall be removed immediately after the hazard has dissipated.

7. **CONSERVATION OF UTILITIES.** The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for performing under conditions which preclude the waste of utilities, including:

- a. Lights shall be used only in areas where and when work is actually being performed.
- b. Lights shall be controlled by using the appropriate light switch and not circuit breakers.
- c. Mechanical equipment controls for heating, ventilation, or air conditioning systems shall not be adjusted by Contractor's employees.
- d. Water faucets or valves shall be turned off after the required usage has been accomplished.

8. **WORKING HOURS.** The Contractor shall perform cleaning service during non-working hours (5:00 PM – 7:00 AM) unless facility specifications require a different schedule. Monthly, quarterly, and semi-annual services may be accomplished during non-working hours including Saturdays and Sundays as predetermined by the City Site Manager.

9. **WORK SCHEDULE.** The Contractor and City Site Manager shall determine an appropriate work schedule that satisfies the needs and requirements of the respective facility in order to accomplish the services. If adjustments to the hours and dates are necessary, the Contractor and the City Site Manager will work toward a solution; the final decision will be made by the City's Contract Manager. Changes will be made at no cost to the City unless the Contractor provides proof of undue hardship.

10. **HOLIDAYS.** The City observes Holidays on the following days:

New Year's Day *	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Last Monday in March

Attachment 1 to Exhibit A

Memorial Day	Last Monday in May
Independence Day *	July 4
Labor Day	First Monday in September
Veterans Day *	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day *	December 25

* If this Holiday falls on a Saturday, it is observed on the preceding Friday; if on Sunday, then the succeeding Monday.

3-Day-per-Week Service: The Contractor shall perform the daily cleaning tasks on the next day or on the preceding Thursday if the Holiday occurs on a Friday. No cleaning will be performed on Thanksgiving or the Day after Thanksgiving.

5-Day-per-Week Service: The Contractor shall not be required to perform the daily cleaning tasks on Holidays.

7-Day-per-Week Service: The Contractor *shall* perform the daily cleaning tasks on Holidays.

- 11. PARKING FEES.** The Contractor is responsible for all parking fees required by Contractor's personnel to perform their duties.
- 12. COMPLAINTS OF DEFECTIVE PERFORMANCE.** The Contractor shall perform at a quality level that will prevent customer complaints. The Contractor shall ensure that their employees perform at the highest level to ensure that all requirements of the contract are met.

Various surveillance methods shall be used by the City to ensure satisfactory Contractor performance including random sample surveys.

The City's Site Manager will alert the Contractor's Supervisor via email of unsatisfactory performance. The Contractor's Supervisor shall respond to the Site Manager and the City's Contract Manager within four (4) hours of notification of the plan to correct the performance issue. The performance issue shall be corrected within twenty-four (24) hours of notification.

If the complaint is not abated within twenty-four (24) hours to the satisfaction of the City, the total cost for eliminating the problem or completing necessary repairs will be deducted from the payments owed by the City. This shall include both work performed by the City's work force or performed by another janitorial services contractor.

- 13. PHYSICAL SECURITY OF CITY FACILITIES.** The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will promptly be repaired by Contractor to the condition existing before the damage or be replaced, as determined by City. All costs for such repairs or replacements shall be the sole responsibility of Contractor. City reserves the right to select or approve the person/company doing the repair and the materials used. The Contractor shall be responsible for securing all areas where services are performed by closing and locking

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all windows, doors and gates and by extinguishing all lights, except those lights designated to be left on.

14. **SECURITY ACCESS.** The Contractor shall establish and implement methods of ensuring that all I.D. badges, keys, and security codes issued to the Contractor are not lost, misplaced, or used by unauthorized persons. No badges or keys issued to the Contractor shall be duplicated and no security codes shall be shared with unauthorized personnel. The Contractor shall develop control procedures that will be included in the Contractor's quality control plan.

The Contractor shall report lost badges and keys to the appropriate City Site Manager within one (1) hour. The City may require the Contractor to replace, re-key, or reimburse the City for replacement of badges or locks or re-keying as a result of the loss. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost shall be deducted from the Contractor's payment.

Contractor shall be responsible for the prohibition of use of badges or keys issued by the City by any person other than the Contractor's authorized employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees specifically engaged in the performance of assigned work in those areas.

15. **LIMITED ACCESS / HIGH SECURITY AREAS.** Certain rooms and areas, such as telecommunication rooms or computer rooms or high security areas, shall have a designated City staff member present when the Contractor's staffer performs services in this area. Schedule for cleaning of these areas is to be arranged with the City's Site Manager.
16. **LOST AND FOUND PROPERTY.** The Contractor shall ensure that all items of possible personal or monetary value found by the Contractor's employees be returned to the City's Site Manager for that facility.
17. **COMPLIANCE WITH O.S.H.A.** The Contractor shall be responsible for strict compliance with all requirements of Title 8, California Code of Regulations, section 5194, the California Occupational Safety and Health Act (O.S.H.A.), or its successor, which are applicable to the work to be accomplished pursuant to this contract. O.S.H.A. shall be construed to include, but not limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event Contractor, or any of the Contractor's employees, observes any violation of O.S.H.A. in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.
18. **COMPLIANCE WITH IMMIGRATION LAW.** The Contractor shall employ only those individuals who are in compliance with any and all current laws and regulations of the U.S. Immigration and Naturalization Service.
19. **PERFORMANCE STANDARDS.** The Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supplies control, quality control, and management availability.

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- a. Employee Supervision: The Contractor's employees shall be supervised to ensure proper performance of duties and adherence to requirements of the contract. Contractor may employ no more than one (1) trainee per five (5) employees at sites that require six (6) or more employees. Contractor may not employ trainees at sites that require fewer than six (6) employees.
- b. Work Schedule: The Contractor's employees shall follow the schedule developed by the City. Where a schedule has not been issued by the City, the Contractor will furnish their own schedule for approval by the City's Contract Manager and Site Manager. The schedule shall identify by day and time when the service is to be performed.
- c. Quality Control: The Contractor shall have a viable quality control program approved by the City's Contract Manager. The quality control program shall identify services that do not meet the cleaning task standards and allow re-accomplishment prior to scheduled inspection. Random sampling of cleaning services will be conducted by the City.

- 20. CHANGED FLOOR SURFACES AND FURNISHINGS.** Differing efforts for different types of floor surface are assumed. However, no adjustments to the contract price will be made for changes to floor surfaces. Should the City change floor surfaces, such as carpet being added or removed to a floor, the Contractor shall adjust the floor servicing and maintenance as necessary.

Density and types of furnishings may be changed to compliment City operations. However, the Contractor shall continue to service the area(s) in accordance with applicable requirements at no adjustment to contract prices.

The "no adjustment to contract prices" clause is included to eliminate minor contract modifications for minor operational changes.

- 21. ELEVATORS.** The Contractor is responsible for cleaning the elevator(s) at those facilities that have elevators.

ELEVATORS, location and count:

- 3 – 300 Richards Building, 300 Richards Boulevard
- 1 – City Hall, Historic Building, 915 I Street
- 5 – City Hall, New Building, 915 I Street
- 10 – Convention Center Complex (on-call as directed by City Site Manager)
- 1 – E.A. Fairbairn Water Treatment Plant, 7501 College Town Drive
- 1 – Public Safety Building, 5770 Freeport Boulevard
- 1 – Sacramento Water Treatment Plant, 301 Water Street
- 1 – South Area Corporate Yard, Building 22, 5730 24th Street

ELEVATORS, DAILY TASKS: Vacuum carpeted surface or sweep and dust mop hard floor surfaces. Clean and disinfect buttons in lobby and in elevator car. Clean fingerprints and smudges from the inside and outside of doors.

ELEVATORS, QUARTERLY TASKS: Dry shampoo carpeted floors, wet mop hard surface floors, or otherwise clean the floor in a manner appropriate for the floor material.

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- 22. FITNESS ROOMS.** The Contractor is responsible for cleaning the fitness rooms in those facilities that have fitness rooms.

Fitness Rooms, one in each facility:

- 300 Richards building, 300 Richards Boulevard.
- 911 Call Center, 7391 San Joaquin Street.
- Meadowview Complex, 2812 Meadowview Boulevard.
- South Area Corporate Yard, Building 20, 5730 24th Street.
- Public Safety Facility, 5770 Freeport Boulevard.

FITNESS ROOMS, DAILY TASKS: Wipe down all metal to polish off shoe marks and sweat stains. Clean upholstery and wipe off shroud and side rails of the treadmills as well as the consoles on treadmills and other machines. Clean the elliptical trainers, ski machines, bikes and stair stepper machines to remove sweat and stains. Clean out the tracks of the elliptical trainer with a dry towel only. Clean tops of any rubber mats and under each treadmill by extra-vacuuming up the dust and black motor powder residue.

- 23. RESTROOM AND FIXTURE COUNT.** Attachment 1 to Section II is an inventory of the restroom facilities and fixtures for each City site.

- 24. BREAK ROOM AND COFFEE STATION COUNT.** Attachment 2 to Section II is an inventory of the break room facilities, appliances, and fixtures for each City site.

- 25. COURT YARDS.** Several facilities have exterior court yards or other exterior areas. In addition, the Public Safety Building has an interior courtyard. The Contractor shall clean tables, spot sweep, and spot clean glass on a daily basis.

Facilities include:

911 Call Center, court yard

1395 Meadowview, court yard

City Hall, area between the Historic and New City Hall buildings

North Area Corporate Dock, dock area between Building 1 and Building 2

Public Safety Facility, interior court yard.

- 26. TASK LIST.** The following is a list of basic daily, weekly, monthly, quarterly, and semi-annual tasks to be performed by the Contractor. Also, the list includes site-specific tasks.

Attachment 1 to Exhibit A

a.) DAILY TASKS

(5 times per week except 3 times for Category G-6 and 7 times for Category G-8)

TASK #	TASK OR LOCATION	DETAILS
D-1	BREAK / LUNCH ROOM(S)	Clean all sink basins, counter tops, and back splashes.
D-2	BREAK / LUNCH ROOM(S)	Clean and disinfectant all table tops and chair surfaces.
D-3	BREAK / LUNCH ROOM(S)	Clean the exterior surfaces of microwaves, toaster ovens, stoves, refrigerators, ice machines, coffee makers, water dispensers.
D-4	COUNTERTOPS	Clean and disinfect countertops in break rooms and coffee stations.
D-5	DRINKING FOUNTAIN(S)	Clean and disinfect all porcelain and polished metal surfaces, including the basin and drain, exterior of cabinet, and exterior chrome/brass. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
D-6	ELEVATOR(S)	Clean per Section II-B-21 specifications.
D-7	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Clean glass or metal surfaces of fingerprints and smudges up to a height of seven (7) feet.
D-8	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Empty ashtrays into non-flammable containers.
D-9	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove chewing gum as needed.
D-10	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove paper, discarded bottles and cans, and other trash at or near an entrance.
D-11	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove trash and recycling from exterior receptacles and properly dispose. Replace liners as needed or as directed.
D-12	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Sweep entrance sidewalks, clean door handles or strike bars, clean cobwebs from entrance.
D-13	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Sweep or vacuum all door thresholds.

Attachment 1 to Exhibit A

D-14	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Vacuum carpeted entrance mats to remove soil and grit and to restore the resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept or vacuumed. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
D-15	FITNESS ROOM	Clean per Section II-B-22 specifications
D-16	FLOORS, CARPET	Spot clean stains of 3" diameter or less as needed without causing discoloration.
D-17	FLOORS, CARPET	Vacuum all traffic areas and spot vacuum other areas as needed (punch holes, obvious soil, etc.)
D-18	FLOORS, HARD SURFACE	Sweep and dust mop or vacuum all hard surface flooring. Move or tilt light-weight furniture such as chairs and trash receptacles to maintain the floors underneath them and return to original position.
D-19	FLOORS, HARD SURFACE	Damp mop with split microfiber mops or use other appropriate method to remove scuff marks or other black marks or spills from waxed or non-waxed hard surface flooring.
D-20	GLASS CLEANING, INTERIOR	Spot clean all glass desk tops, walls, partitions, interior office windows, directory boards, draft shields on windows, mirrors and adjacent trim up to a height of seven (7) feet. After cleaning, there shall be no traces of finger prints or smudges.
D-21	GLASS CLEANING, INTERIOR AND EXTERIOR	Spot clean interior and exterior door glass including courtyard doors. Spot clean all interior glass windows.
D-22	LOADING DOCK	Clean all trash on the floor and place in the appropriate dumpster.
D-23	LOADING DOCK	Sweep floor and place trash into appropriate containers.
D-24	LOCKER ROOMS	Clean in the same manner as Restrooms / Lavatories.
D-25	POTTED PLANTS, INDOORS	Remove debris from the pots including but not limited to candy wrappers, gum and gum wrappers, and cigarette butts.
D-26	RESTROOMS / LAVATORIES	Clean mirrors, bright metal, entrance door kick plates and push plates, and door handles.
D-27	RESTROOMS / LAVATORIES	Clean, sanitize, and deodorize all urinals, toilets including seats and tank covers, partitions, stall walls and doors, lavatories, and dispensers, with an approved disinfectant solution.
D-28	RESTROOMS / LAVATORIES	Damp mop floors with a disinfectant / germicidal detergent solution. Use split microfiber mops; no cotton string mops shall be used.
D-29	RESTROOMS / LAVATORIES	Empty waste containers and replace trash can liner.
D-30	RESTROOMS / LAVATORIES	Refill all dispensers including soap, towels, toilet paper, seat covers, and sanitary napkins. Restrooms are to be restocked to avoid supplies being used up prior to the next cleaning.

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D-31	RESTROOMS / LAVATORIES	Wash and clean sink basins, counter tops, exposed pipes.
D-32	RESTROOMS / LAVATORIES	Clean and sanitize all operational showers.
D-33	TABLES	Clean with a damp split fiber microfiber cloth to remove dust, smudges, and stains.
D-34	WASTE CONTAINERS	Empty and return waste containers to their original location.
D-35	WASTE CONTAINERS	Insert new clear liner bag as needed or directed.
D-36	WASTE CONTAINERS	Empty trash and recyclables into the appropriate dumpster; do not mix the two waste streams. Trash shall be in clear plastic bags with ties used to close the bag.
D-37	WASTE CONTAINERS	Remove cardboard boxes and other oversize trash that has been placed next to a waste container or has been placed in a central collection area approved by the City's site manager. Place in the appropriate dumpster.

b.) WEEKLY TASKS

TASK #	TASK OR LOCATION	DETAILS
W-1	DRAINS	Clean floor drains and ensure that the drain traps are full.
W-2	DRINKING FOUNTAIN(S)	Remove scale from basin.
W-3	DUST	Vertical surfaces and lower surfaces of furniture chair rails, fixtures, and baseboards.
W-4	DUST	Surfaces, including top surfaces, of pictures, wall mirrors, clocks, fire extinguisher covers, framed items
W-5	DUST	Removal of all dust, lint, litter, and dry soil from the horizontal surfaces of desks, chairs, furniture, filing cabinets, fixtures, partitions including top edges of cubicles, hand rails, ledges, window sills, counters, magazine racks, all exposed or open book shelf space and cubicle work surfaces. <i>Low dusting DOES NOT apply to artwork or designated exhibits.</i>
W-6	FLOORS, CARPET	Vacuum. Heavy-duty vacuum all exposed areas of carpeting (those areas not covered by floor mats, desks, cabinets, etc.).
W-7	FLOORS, HARD SURFACE	VINYL AND LINOLEUM: Sweep, then damp mop entire floor using a dedicated split microfiber mop; no cotton string mops shall be used. Sweeping the floor is a prerequisite to mopping. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt, standing water, or mop strands. There shall be no splash marks or mop streaks on furniture, walls, or baseboards. Neither wood nor carpeted floors shall be wet-mopped.

Attachment 1 to Exhibit A

W-8	FLOORS, HARD SURFACE	STONE, MARBLE, SLATE, GRANITE, CERAMIC TILE, TRAVERTINE, or CONCRETE FLOORS: Sweep, then damp mop with a dedicated mop and warm water with cleaner formulated to clean this type of flooring. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt, standing water, or mop strands. There shall be no splash marks or mop streaks on furniture, walls, or baseboards. Neither wood nor carpeted floors shall be wet-mopped.
W-9	PATIO / COURTYARD	Wipe down chairs and tables.
W-10	PATIO / COURTYARD	Sweep up leaves and trash.
W-11	RESTROOMS / LAVATORIES	Remove scale and ring from toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
W-12	RESTROOMS / LAVATORIES	Remove splashings and water spots from walls and modesty panels.
W-13	RESTROOMS / LAVATORIES	Wet mop floor surface with a soapy water solution.
W-14	RESTROOMS / LAVATORIES	The floor drains should get a regular dose of soapy water when the floors are wet mopped (not damp mopped) by the custodial staff. The intent is to prevent odors, insects, and vermin from coming up through the drains.
W-15	STAIRWELLS & LANDINGS	Clean stairwells and landings by sweeping or vacuuming.
W-16	TELEPHONES	Disinfect buttons and mouthpiece.
W-17	WALLS, METAL OR TILE	Spot clean metal surfaces to remove finger prints or other stains.
W-18	WALLS, PAINTED	Spot clean painted walls to remove finger prints or other stains without removing or discoloring the paint.
W-19	WALLS, WOOD	Spot clean wood surfaces to remove finger prints or other stains without staining, blemishing, warping, blistering, or splintering the grain
W-20	GLASS CLEANING, INTERIOR	Edge-to-edge cleaning of all entrance door interior and exterior windows with a spray or brush and squeegee.

Attachment 1 to Exhibit A

c.) MONTHLY TASKS

TASK #	TASK OR LOCATION	DETAILS
M-1	CHAIRS, FABRIC	Vacuum fabric on chairs. Employ a crevice tool to remove particles from crevices.
M-2	COBWEBS	Remove from all interior surfaces and entrance exteriors.
M-3	DUST	Tops of lockers.
M-4	DUST	Tops of lighting valances.
M-5	DUST	Door casings top with door open.
M-6	DUST	Uncluttered desks and work spaces
M-7	ENTRANCE(S)	Polish door handles, push plates, and kick plates.
M-8	LOADING DOCK	Floor shall be scrubbed using a detergent solution, low RPM scrubber or automatic scrubber with brush attachments.
M-9	RESTROOMS / LAVATORIES	Floor shall be scrubbed using a detergent solution, low RPM scrubber or automatic scrubber with brush attachments.
M-10	VACUUM	Chalk trays on chalkboards
M-11	ENTRANCE(S)	Clean glass doors on interior

d.) QUARTERLY TASKS

TASK #	TASK OR LOCATION	DETAILS
Q-1	DRAPES	Vacuum.
Q-2	DUST	High dusting is the removal of all dust, lint, litter spider webs, etc., from all walls, sills, ledges, furnishings, and ceilings over seven feet (7'0") above the floor surface.
Q-3	ELEVATOR(S)	Clean per Technical Specifications, Section II-B-21.
Q-4	FILE CABINETS	Clean all surfaces including dusting top surface.
Q-5	RESTROOMS / LAVATORIES	Wash partitions and tile walls.

Attachment 1 to Exhibit A

e.) SEMI-ANNUAL TASKS

TASK #	TASK OR LOCATION	DETAILS
S-1	DUST	Venetian blinds; position the blinds as down with the slats open.
S-2	DUST	Ceiling ventilator ducts and diffusers. After cleaning, the vents and diffusers will be clean and streak-free and the surrounding wall or ceiling area shall be free of dirt, dust, and grime.
S-3	FLOORS, CARPET	Shall be performed to maintain the carpets in a clean, stain-free, non-discolored condition. Two techniques shall be used in carpet cleaning – hot water extraction and bonnet cleaning. Bonnet cleaning shall only be done with a cloth fiber bonnet and only after hot water extraction has been completed. Bonnet cleaning shall not be used in lieu of hot water extraction. After cleaning, floor drying fans shall be used to ensure that the carpet is completely dry before occupants return to the building. All cleaning solutions shall be vacuumed from the carpet surfaces and removed from walls, baseboards and furnishings. All furniture shall be returned to its proper position.
S-5	FLOORS, HARD SURFACE	All appropriate hard-surface floors shall be stripped, rinsed, sealed and finished to maintain floors in a clean, clear glossy appearance. As part of this practice, old finish shall be stripped from the floor, including corners and edges, to prevent finish buildup and "yellowing." In addition to the above, all floors shall be finished and buffed in accordance with a schedule prepared by the Contractor and approved by the City. Finishing/buffing includes a combination of techniques of dry buffing, spray buffing, high-speed burnishing stripping and refinishing to achieve the required results. Sections and/or entire floor surfaces shall be treated to maintain standards. Floor finishing/buffing shall only be performed on previously cleaned surfaces. Upon completion of finishing/buffing, all floor finish, dust, or other residues shall be removed from walls, baseboards and other furnishings. All furniture shall be returned to its proper position.
S-6	SWITCH PLATE COVERS	Clean and disinfect.

f.) ANNUAL TASKS

TASK #	TASK OR LOCATION	DETAILS
A-1	DUST	Ceiling light fixtures. Dust is to be removed in such a manner that it does not fall to the floor or on furniture.

Attachment 1 to Exhibit A

g.) SITE-SPECIFIC TASKS

Category G-3: North Area Corporate Yard

TASK #	TASK OR LOCATION	DETAILS
NY-1	BUILDING 2, Restroom	NOTE: Heavy use of men's room by transfer drivers.
NY-2	BUILDING 3, Restroom	NOTE: Heavy use of men's room by mechanics.
NY-3	LOADING DOCK	DAILY: Dispose of trash and clean picnic tables on loading dock between Buildings 1 and 2.
NY-4	LOADING DOCK	MONTHLY: Machine scrub loading dock floor.

Category G-4: Department of Utilities

TASK #	TASK OR LOCATION	DETAILS
U-1	SACRAMENTO WATER TREATMENT PLANT, 301 Water Street, Filter Galleries	WEEKLY: Dispose of trash and sweep floors and stairwells of filter galleries.
U-2	SACRAMENTO WATER TREATMENT PLANT, 301 Water Street, Filter Galleries	MONTHLY: Remove cobwebs from all areas and dust exposed surface of exposed surfaces.
U-3	SACRAMENTO WATER TREATMENT PLANT, 301 Water Street, Filter Galleries	MONTHLY: Dust exposed surfaces. Do not touch buttons, switches, knobs, handles, etc.

Attachment 1 to Exhibit A

U-4	SACRAMENTO WATER TREATMENT PLANT, 301 Water Street, Filter Galleries	MONTHLY: Sweep the entire 2nd floor catwalk.
U-5	UTILITIES - ADMIN/CUST SERV, 1391 35th Ave	DAILY: Customer Service countertop receives heavy use. Clean stains, remove smudges, and disinfect.
U-6	UTILITIES - ADMIN/CUST SERV, 1391 35th Ave	WEEKLY: Courtyard tables and chairs shall be cleaned.
U-7	UTILITIES - ADMIN/ WASTE WATER, 1395 35th Ave	WEEKLY: Clean interior AND exterior glass at east entry
U-8	UTILITIES - ADMIN/ WASTE WATER, 1395 35th Ave	WEEKLY: Wax and polish all conference room tables.
U-9	UTILITIES - ADMIN/ WASTE WATER, 1395 35th Ave	MONTHLY: Vacuum chalk tray in Sacramento Room.
U-10	UTILITIES - ADMIN/ WASTE WATER, 1395 35th Ave	MONTHLY: Dust or vacuum all interior sills.

Category G-5: Recycling and Solid Waste

TASK #	TASK OR LOCATION	DETAILS
RSW-1	SUTTER PARK, 20 28th Street	NOTE: Heavy use of men's room by transfer drivers.

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Category G-6: Animal Care

TASK #	TASK OR LOCATION	DETAILS
AC-1	FRONT ST SHELTER, 2127 Front St, Admin Bldg.	DAILY: Clean hot/cold water dispenser, exterior of cabinet, and empty catch basin.
AC-2	FRONT ST SHELTER, 2127 Front St, Admin Bldg.	NOTE: This facility is open on weekends, also, and receives heavy traffic from the public.
AC-3	FRONT ST SHELTER, 2127 Front St, Admin Bldg.	NOTE: Custodial Staff is to refrain from disturbing or interacting with the animals at the shelter.

Category G-8: 911 Call Center

TASK #	TASK OR LOCATION	DETAILS
DP-1	7397 San Joaquin St, DAY PORTER	TWICE DAILY: Monitor paper products in all restrooms and break rooms.
DP-2	7397 San Joaquin St, DAY PORTER	TWICE DAILY: Clean and wipe break room and restroom counters, tables, and mirrors.
DP-3	7397 San Joaquin St, DAY PORTER	TWICE DAILY: Take out trash from main lobby and 2nd floor mezzanine of New City Hall.
DP-5	7397 San Joaquin St, DAY PORTER	DAILY: Cleaning cart is to be stored in the fire riser room in the garage.
DP-6	7397 San Joaquin St, DAY PORTER	DAILY: No access in telecomm room, electrical rooms, radio equipment rooms, or other maintenance rooms without City staff escort.
DP-9	7397 San Joaquin St, DAY PORTER	AS REQUIRED: Training events during daytime hours: monitor levels of trash in these rooms and remove without interrupting the event.
DP-10	7397 San Joaquin St, DAY PORTER	AS REQUIRED: May be assigned special task or emergency clean ups by the City's Site Manager. Report to City's Site Manager when task has been started and when it has been completed.

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CC-1	7391 San Joaquin St.	NOTE: This is the City's emergency call center; care must be taken to ensure that 911 dispatchers are not disturbed by the service.
CC-2	7391 San Joaquin St.	NOTE: Carpeting over raised access floors which covers data and communication cables must be cleaned with "dry" shampooing methods and products. "Wet" shampooing methods and products cannot be used in these areas.
CC-3	7391 San Joaquin St , Parking Lot and Exterior	DAILY: Walk perimeter of the facility picking up discarded trash, including the smoker's area and the concrete bench at the main entrance.
CC-4	7391 San Joaquin St	MONTHLY: Empty and clean internal vacuum system filter.

Category G-10: Convention Center Complex

TASK #	TASK OR LOCATION	DETAILS
CCC-1	1400 J Street	NOTE: All of the above daily, weekly, monthly, quarterly, and semi-annual tasks will be required on an AS NEEDED BASIS.
CCO-2	1400 J Street	NOTE: Contractor must provide a representative who is available 24 hours per day, 7 days a week, and who has the authority to resolve staffing and performance issues.
CCO-3	1400 J Street	NOTE: Contractor shall be able to provide up to twenty-five (25) employees for work at the Convention Center Complex.
CCO-4	1400 J Street	NOTE: Tasks are frequently performed in and around the public. During such instances, it is expected that all employees continue their duties in a polite, efficient, safe, and customer friendly manner.
CCO-5	1400 J Street	NOTE: All employees assigned to this contract must take direction from City Convention Center personnel. Employees must be able to receive instructions in English and communicate in English.
CCO-6	1400 J Street	NOTE: Contractor's employees may also be used for exterior grounds keeping, trash collection, leaf collection including leaf blowing, etc. Lawn maintenance is NOT included.

Attachment 1 to Exhibit B

PRICING

CATEGORY G-3 (5-day)

CATEGORY G-3: North Area Corporate Yard (NACY), awarded in aggregate					
LOCATION ADDRESS	BLDG. NO. / FLOOR NO.	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
918 Del Paso Road	Bldg 1 Fl 1	various departments	10,994	\$ 918.00	\$ 1,192.02
	Bldg 1 Fl 2	various departments		-	-
	Bldg 2	DGS Dispatch and Parks & Rec	2,766	\$ 230.96	\$ 299.90
	Bldg 3 Fl 1	Fleet	2,700	\$ 225.45	\$ 292.75
	Bldg 3 Fl 2	Fleet		-	-
	Guard House	Guard House	105	\$ 8.77	\$ 11.38
G-3 Total =			16,565	\$ 1,383.18	\$ 1,796.06

CATEGORY G-4 (5-day)

CATEGORY G-4: Department of Utilities, awarded in aggregate					
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
	Fl 1		4,500	\$ 375.75	\$ 487.91
	Fl 2			-	-
301 Water Street	Head House	Sacramento River Water Treatment Plant	10,000	\$ 635.00	\$ 1,084.25
	New Filter Galleries		3,600	\$ 300.60	\$ 390.33
	Old Filter Galleries		3,200	\$ 267.20	\$ 346.96
	Supervisors & Engineers		1,500	\$ 125.25	\$ 162.64
1391 35th Avenue	(old wing)	DOU	6,000	\$ 501.00	\$ 650.55
	(blue tile roof wing)		12,614	\$ 1,053.27	\$ 1,367.67
	machine shop		1,200	\$ 100.20	\$ 130.11
1395 35th Avenue	Admin., Bus. Serv., & Engineering	DOU	30,900	\$ 2,580.15	\$ 3,350.33
	Customer Service			-	-
2260 Glen Ellen Circle	Fl 1	Water Conservation Offices	2,880	\$ 240.48	\$ 312.26
7501 College Town Drive	Fl 1	EA Fairbairn Water Treatment Plant	22,700	\$ 1,895.45	\$ 2,461.25
	Fl 2		-	-	
	Filter Pods		13,600	\$ 1,135.60	\$ 1,474.68
G-4 Total =			112,694	\$ 9,409.95	\$ 12,218.85

Attachment 1 to Exhibit B

CATEGORY G-5 (5-day)

CATEGORY G-5: Recycling & Solid Waste, awarded in aggregate					
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
20 28th Street	Bldg 3A	Sutter Park aka "Landfill"	1,386	\$ 115.73	\$ 150.28
	Guard House		105	\$ 8.77	\$ 11.38
2812 Meadowview Road	Bldg 1	Solid Waste Administration	16,731	\$ 1,397.04	\$ 1,814.06
	Bldg 2	Solid Waste Dispatch	11,300	\$ 943.55	\$ 1,225.20
	Bldg 3	DGS Fleet	2,027	\$ 169.25	\$ 219.78
	Bldg 6	Solid Waste	225	\$ 18.79	\$ 24.40
	Guard House	Guard House	165	\$ 13.78	\$ 17.89
G-5 Total =			31,939	\$ 2,666.91	\$ 3,462.99

CATEGORY G-6 (3-day)

CATEGORY G-6: Animal Care, awarded in aggregate					
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
2127 Front Street	Administration	Front Street Animal Shelter	2,930	\$ 244.68	\$ 317.69
	Cattery		2,857	\$ 238.56	\$ 309.77
	Lockers and Restroom		720	\$ 60.12	\$ 78.07
G-6 Total =			6,507	\$ 543.33	\$ 705.52

Attachment 1 to Exhibit B

CATEGORY G-8 (7-day)

CATEGORY G-8, 911 Call Center, awarded in aggregate				
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK <i>7-DAY (Porter 5-day M-F)</i>
7397 San Joaquin	Fl 1	Restroom, accessible from the parking lot	105	\$ 16.80
	Fl 1	911 Call Center	35,000	\$ 1,112.32
	Day Porter Service	911 Call Center		\$4,387.26
G-8 Total =			35,105	\$ 5,516.38 \$ 5,516.38

Attachment 1 to Exhibit B

CATEGORY G-10 (On-call services at Convention Center Complex)

CATEGORY G-10, Convention Center Complex, awarded in aggregate				
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK <i>On Call</i>
1400 J Street		Convention Center Complex		<i>Refer to Category G-10 pricing grid, below:</i>

SUPERVISOR HOURLY RATES			
Type	Hourly Rate	Approximate Monthly Man Hours	Total Annual Charge
Straight time	\$ 32.50	200	\$ 6,500.00
Overtime	\$ 48.25	100	\$ 4,825.00
Holiday	\$ 48.25	8	\$ 386.00

Rate for less-than-24-hour notification:	\$ 52.60	0	\$ -
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GENERAL STAFF HOURLY RATES			
Type	Hourly Rate	Approximate Monthly Man Hours	Total Annual Charge
Straight time	\$ 20.00	2,500	\$ 50,000.00
Overtime	\$ 30.00	200	\$ 6,000.00
Holiday	\$ 30.00	40	\$ 1,200.00
Rate for less-than-24-hour notification:	\$ 30.00	0	\$ -
G-10 Total =			\$ 68,911.00

Attachment 1 to Exhibit B

ANNUAL MAXIMUM INCREASE

The City may desire to exercise an option to annually renew the contract for up to a total contract life of five (5) years.

Please indicate the maximum percentage price increase to which prices in effect at the end of the first contract year would be subject to change if the renewal option were exercised.

	Enter Percentage
Year Two (first renewal option) =	<input type="text" value="2.50%"/>
Year Three (second renewal option) =	<input type="text" value="2.50%"/>
Year Four (third renewal option) =	<input type="text" value="2.50%"/>
Year Five (fourth renewal option) =	<input type="text" value="2.50%"/>

EXTRA CLEANING SERVICES

The Contractor may be called upon to provide extra cleaning services under the terms of this contract. No extra services, however, may be performed without a purchase order specifying the specific service to be performed. Any additional services performed without a Purchase Order shall not obligate the City to pay for such services. Additional services shall be invoiced separately and bear the Purchase Order number. Emergency Responses are exempt; a Purchase Order will be issued after the emergency response has occurred.

Emergency Response, performed outside of normal shifts, for cleaning up vomit, urine, blood, and other bodily fluids (Cost per hour, minimum of two hours, no travel time cost)

Extra day porter services (cost per hour, minimum of two hours, no travel time cost)

Additional janitorial service outside of normal contract hours (cost per hour, minimum of two hours, no travel time cost)

Additional carpet cleaning at City locations not on the contract or additional carpet cleaning at contracted sites (cost per square foot, 100 square foot minimum)

Attachment 1 to Exhibit B

Additional floor cleaning (strip, wax, buff) at City locations not on the contract or additional floor cleaning at contracted sites (cost per square foot, 100 square foot minimum)

\$	0.20
----	------

Additional cost to clean (extraction) one fabric chair

\$	12.50
----	-------

Additional cost to clean non-fabric chair

\$	5.00
----	------

Additional cost to vacuum drapes (per square foot of coverage area)

\$	1.00
----	------

Additional cost to clean interior and exterior of one standard size bike locker.

\$	35.00
----	-------

Additional cost to clean interior of a conventional oven.

\$	75.00
----	-------

Additional cost to clean interior of a microwave oven.

\$	5.00
----	------

Additional cost to clean interior of a standard refrigerator (discard food and beverages, wash and disinfect all shelving and trays; freezer is not included).

\$	75.00
----	-------

Bond Number: 929617805

Premium: \$14,613

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Finance

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to

Crossroads Diversified Services dba: Crossroads Facility Services; as principal, hereinafter called Contractor, a contractor for delivery of:
Janitorial Services.

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):

Western Surety Company, 8880 Cal Center Drive, Suite 410, Sacramento, California 95826,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:

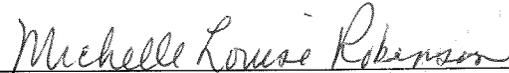
Five Hundred Fifty-Five Thousand Six Hundred Sixty-Four Dollars and 80/100 ----- DOLLARS (\$555,664.80),
for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on September 21st, 2015.


(Contractor) (Seal)


(Surety) (Seal)

By Jim Estep

By: Michelle Louise Robinson

Title President/CEO

Title: Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On 9-21-15 before me, Tammy J. Simmonds - Notary Public

Date Here Insert Name and Title of the Officer

personally appeared Michelle Louise Robinson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tammy J. Simmonds
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Crossroads Document Date: 9-21-15

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michelle Louise Robinson

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Randall L Jorgensen, Christopher J Angelo, Paul F Bystrowski, Carol Dunn, John E Murphy, Sandi Pullen, Michelle Louise Robinson, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2015.

WESTERN SURETY COMPANY

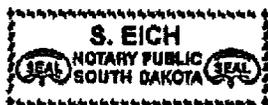


Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2015, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21 day of September, 2015



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

Named Insured: Crossroads Diversified Service Crossroads Facility Services, Inc.

Policy Number: 201500747NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>	<p>All insured premises and operations</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



EVIDENCE OF PROPERTY INSURANCE

 DATE (MM/DD/YYYY)
 09/21/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY John O Bronson Co A Division of HUB International / #0757776 3636 American River Dr, Suite 200 Sacramento, CA 95864 Contact: Sandi Pullen 916-480-4143	PHONE (A/C, No, Ext): 916-974-7800	COMPANY Travelers Casualty and Surety Company of America
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Crossroads Diversified Service and Crossroads Facility Services, Inc. 9300 Tech Center Drive #100 Sacramento, CA 95826		LOAN NUMBER POLICY NUMBER 106376412
		EFFECTIVE DATE 9-21-2015
		EXPIRATION DATE 9-21-2016
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Non-Professional Services Agreement - Bid Awarded September 2015

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Employee Dishonesty - Theft of Client Property Coverage Specific to City of Sacramento	250,000	-0-

REMARKS (Including Special Conditions)

Mortgagee/LP: City of Sacramento

Forms: CRI7021 0109

CANCELLATION *30 Day Notice of Cancellation/10 Day for Non-Pay/Non-Rptg*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Sacramento c/o Ebix RCS P.O. Box 257 Portland, CA 48875-0257	<input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE	ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> </div>
--	--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLIENT PROPERTY COVERAGE ENDORSEMENT

This endorsement modifies the following coverage:

Crime

It is agreed that:

The following applies to the coverage provided by **Insuring Agreement A. FIDELITY 3. Employee Theft of Client Property** as indicated below by :

Section III. DEFINITIONS C. **Client** is amended to read as follows:

C. **Client** means an entity for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

<OR>

Section III. DEFINITIONS C. **Client** includes only those entities scheduled and described below:

SCHEDULE

Client
City of Sacramento

Written Agreement Identification
Nonprofessional Services Agreement

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106376412**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. ATTN: RAFFLES - FAX 248-945-5650 ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 R00388-00388-RAFF-15/16	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Crossroads Diversified Services, Inc. Crossroads Facility Services, Inc. 9300 Tech Center Dr., Suite 100 Sacramento, CA 95826	INSURER A : Zurich American Insurance Company		16535
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-006429856-03 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		BAP5098949-05	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC5098948-05	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The city, its officials, employees and volunteers are included as an additional insured for auto liability as required by written contract or written agreement, per policy terms and conditions. Insurance is primary and non-contributory where required by written contract. Waiver of Subrogation applies to Workers' Compensation in favor of the City where required by written contract. Workers' Compensation does not apply to Monopolistic States (ND, OH, WA, and WY), Puerto Rico, or the Virgin Islands.

CERTIFICATE HOLDER City of Sacramento 915 I Street Sacramento, CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley
---	--

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/01/2015 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC5098948-05

Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

issued to Crossroads Diversified

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us.



Requires Council Approval: No YES Meeting: 10/20/2015

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Non Professional Services, PO Type, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$ 2,658,916.00, Other Party: LINCOLN TRAINING CENTER, Project Name: Janitorial Services, City-wide, Deed: None, Included, Separate, Project Number: n/a, Bid Transaction #: B16061521001, E/SBE-DBE-M/WBE: LBE

Department Information

Department: Finance Division: Procurement Services
Project Mgr: Gary O'Neill Supervisor: Katherine Robbins
Contract Services: n/a Date: Division Mgr: Katherine Robbins
Phone Number: 916-808-7432 Org Number: 06001521
Comment:

Review and Signature Routing

Table for signature routing with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager, City Attorney.

Send Interoffice Mail Notify for Pick Up

Authorization section with fields for Choose Director, Department Director, City Mgr: yes No

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing box containing fields for Finalized: Initial, Date, Imaged: Initial, Date, Received: (City Clerk Stamp Here)

PROJECT #: none
PROJECT NAME: Janitorial Supplies, City-wide
DEPARTMENT: Finance
DIVISION: Procurement Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of 11/01/2015, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP
8331 SIERRA COLLEGE BOULEVARD, SUITE 220
ROSEVILLE CA 95661-9412
Phone 800-949-4582 / Fax 916-786-7138*

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:
 - ✓ Invitation to Bid
 - ✓ Instructions to Bidders
 - ✓ Local Business Enterprise (LBE) Requirements
 - ✓ Drug-Free Workplace Policy and Affidavit
 - ✓ Declaration of Compliance (Equal Benefits Ordinance)
 - ✓ Declaration of Compliance (Living Wage Ordinance)
 - ✓ Contractor's Bid Proposal Form
 - ✓ Workers' Compensation Certificate
 - ✓ Certificate(s) of Insurance
 - ✓ Technical Specifications
2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

LINCOLN TRAINING CENTER
NAME OF FIRM

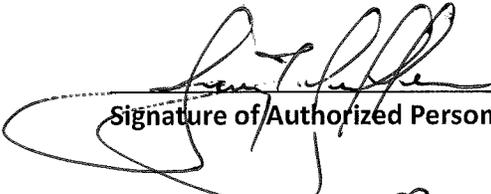
95-2276055
Federal I.D. No.

C0471396
State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: _____*)


Signature of Authorized Person

Gary T. Griffin Exec VP
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP

Address:

8331 SIERRA COLLEGE BOULEVARD, SUITE 220, ROSEVILLE CA 95661

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

Date: 9-30-15

Print name: Gary T. Gaitan

Title: Exec VP

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor:

LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP

Address:

8331 SIERRA COLLEGE BOULEVARD, SUITE 220, ROSEVILLE CA 95661

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

Date: 9-30-15

Print name: Gary T. Griffin

Title: Exec VP

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

GARY O'NEILL / PROCUREMENT ANALYST
CITY OF SACRAMENTO, 915 I STREET 2ND FLOOR
SACRAMENTO CA 95814-2604

Phone 916-808-7432 / Fax 916-808-5747 / E-mail goneill@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

GARY GRIFFEN / EXECUTIVE VICE PRESIDENT
2643 LOMA AVENUE
SOUTH EL MONTE CA 97133

Phone 626-636-2559 / Fax 626-442-0177 / E-mail ggriffen@lincolntc.org

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. **Time of Performance**

The services described herein shall be provided during the period ending on October 31, 2016. The contract is renewable for four (4) additional one (1) year periods.

4. **Prevailing Wage Requirement.** [To be completed by the City Representative:]

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either **[check one if applicable]:**

_____ Construction work in an amount exceeding \$25,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 2,658,916.

2. **Billable Rates.**
CONTRACTOR shall be paid monthly in arrears for the performance of Services as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

REFER TO THE "BILL-TO" ADDRESS LISTED ON THE PURCHASE ORDER(S).

Attn: _____

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*



Not furnish any facilities or equipment for this Agreement;

or



Furnish the following facilities or equipment for the Agreement *[list, if applicable]*:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.¹

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.²

¹ The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

² A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On 11/01/2015 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Janitorial Services (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to Employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

Attachment 1 to Exhibit A

I.) SPECIAL PROVISIONS

1. **Period of Performance.** Any contract(s) resulting from this solicitation will be awarded with a base period of one year beginning the day after the contract is approved by the Sacramento City Council.

The Contract may be extended on a year to year basis under the same terms and conditions; however, in no case shall the original contract period and all subsequent renewals extend beyond five (5) years. Contract options will be extended to a Contractor when it is in the City's best interest to do so. The City shall consider contractor performance, qualification criteria, and other contract conditions.

2. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

3. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts shall be computed from the date of delivery or completion and acceptance of services, or from the date of receipt of the invoice, whichever is latest. Invoices must be submitted as specified on the purchase order. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

The Contractor shall be paid monthly, in arrears, for work satisfactorily performed. Certified payroll records must be approved by the City's Contract Manager before the invoice can be paid.

4. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

A. The contractual point-of-contact for this contract is:

Contract Manager	GARY O'NEILL
Dept.	FINANCE
Division	PROCUREMENT SERVICES
Address	915 I ST 2 ND FL, SACRAMENTO CA 95814-2604
Phone	916-808-7432
E-Mail	goneill@cityofsacramento.org

B. A list of Site Managers for the various City facilities will be provided to the Contractor(s) upon award of a contract. The Site Manager is the City employee designated to report on janitorial service at a particular facility.

5. **Contractor Supervisor.** The Contractor shall provide a Supervisor or Supervisors who shall be responsible for the performance of the work. A minimum of one alternate shall act for the Contractor when the Contract Supervisor is absent or unavailable. As used in

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this contract, the term "Contract Supervisor" shall include the alternate(s) as specified above.

The Contract Supervisor shall:

- a. Be a full-time employee of the contractor with the authority to act as the Contractor's representative.
 - b. Be dedicated to the City contract and not supervise any other contracts that Contractor may have with other agencies or firms.
 - c. Be the primary point of contact between the City and the Contractor's employees.
 - d. Be available between the hours of 10:00 AM to 5:00 PM to meet with the City's Contract Manager, Site Manager(s), or other City personnel to discuss issues related to the contract. For category G-10, the Supervisor shall be onsite whenever the Contractor's personnel are onsite.
 - e. Have a cellular telephone to permit timely contact to the City and must respond to all calls within one (1) hour.
 - f. Be able to fluently read, write, speak, and understand English.
 - g. Provide training to employees on the proper procedures and methods to clean.
6. **Contractor Employees.** The Contractor shall furnish adequate supervisory and working personnel that are a minimum of eighteen (18) years of age and capable of completing all the work required under this contract. If, in the sole opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

The Contractor's employees must be able to understand and converse in English.

The Contractor shall provide employees with work uniforms bearing the name of the company and the employee's name. T-shirts and/or polo shirts are acceptable. The City will allow long pants of the Contractor's choice provided that the pants are clean, neat, and free of holes at the start of the employee's shift. The only hats that may be worn are those that display the Contractor's logo. All Employees are to wear close-toed shoes. Employees shall present a neat appearance and may not be permitted to work until properly attired. Appropriate uniforms shall be worn at all times, including by personnel who are being trained.

The Contractor will coordinate with the City for the issuance of photo ID badges for all employees performing service at City facilities.

The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest as solely determined by the City. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

Janitorial staff shall be trained on safety requirements to include quality performance to City specifications, GHS Training, IIPP plans, Blood-Borne Pathogen Training, Personal Protective Equipment Training, and Injury/Illness Program Training as required by Cal-OSHA, Title 8, Sections 3203, 1926.59, and 5193. The Contractor is required to provide certification that janitorial personnel have received this training. This certification must be

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submitted to the City's Contract Manager prior to the commencement of the contract. For new employees being assigned to this contract, the required certification must be provided to the City's Facilities Contract Coordinator prior to the commencement of duties. All training shall be provided at the sole expense of the Contractor.

7. **Contractor Employees (Background Checks).** The Contractor's Contract Manager and employees performing services in Category 7 or 8 facilities, the Public Safety Building or the 911 Call Center, shall be bonded and submit to a criminal record background check prior to being assigned to those facilities. The Sacramento Chief of Police, or a designated representative, shall determine the acceptability of such persons. Unacceptable persons shall not be assigned work at those facilities, but may work at other City facilities with the approval of the City's Project Manager.

All costs and required fees related to background checks, including travel costs and time associated with the check, are to be borne by the Contractor.

8. **Contractor Employees (Day Porter).** At the New and Historic City Hall buildings and at the 911 Call Center, the Contractor shall dedicate an employee as a Day Porter. The Day Porter is scheduled from 8:00 AM to 5:00 PM Monday through Friday. The primary duty of the Day Porter is to keep restroom paper products supplied and to monitor the cleanliness of the restrooms and common areas. The Day Porter must be able to fluently read, write, speak, and understand English.

9. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the City's Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Services Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

10. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication or distribution of paper or electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City. This includes blueprints, floor plans, or schematics of City facilities.

The Contractor may not photograph or record any portion of City facilities without the express written consent of the City's Contract Manager.

11. **Not mutually exclusive.** The City is not obligated to purchase all of its janitorial service requirements from any particular contract or contractor and may enter into contracts with multiple providers at the City's sole discretion. The Contractor is not obligated to furnish janitorial services exclusively for the City.

12. **Purchase Order.** A Purchase Order or Purchase Orders will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. Purchase Orders will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item

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or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th additional purchase orders may be issued for each fiscal year.

- A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
 - B. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
13. **“Piggybackable” Option for Other Government Agencies.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.
14. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis. The requesting department will accept the offer through a Purchase Order specifically referencing the offer/proposal for additional services.
15. **Sub-contracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be sub-contracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

16. **Pricing.** Prices are the maximum amount for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. Bid pricing shall include all wages, payroll taxes, fringe benefits, insurance, bonds, transportation, equipment, materials, supplies, administrative and overhead costs, and all other costs associated with the performance of the entire contract over a potential five (5) year term. Prevailing Wage / Living Wage may change annually and the Contractor shall make the appropriate adjustment to comply with these requirements.

No price changes are permitted during the first year of the contract, unless there is a change in the scope of the contract. Contractor must include all costs for performing the contract, which includes making the appropriate annual adjustments for wage rate increases, health benefits, vacation and other appropriate business expenses. **This is a fixed price contract and has no equitable adjustments.**

17. **Notification of Material Changes in Business.** Contractor agrees that if their firm experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key

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personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

18. **Continued Use of Facility.** The buildings involved in this project will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit their personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if authorized, will be performed at no additional expense to the City.
19. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
20. **Globally Harmonized System of Classification and Labeling Chemicals.** Contractor shall supply a Safety Data Sheet (SDS) for each chemical or hazardous material used at each site. The SDS information is to be kept available for review in a binder or other such mechanism in a location determined by the Site Manager for each site. Labels shall be on all dispensers for chemicals or other hazardous material.
21. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five (5) days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
22. **Termination for Convenience.** The City may terminate the contract for convenience upon 30 days written notice to Contractor(s).
23. **Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the service from other sources and to hold the Contractor for any excess cost occasioned to the City thereby.
24. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
 - A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and

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the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

- B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whatsoever shall in any manner or degree modify or otherwise affects the terms of this contract, including the requirements of the specifications.

25. **Environmentally Preferable Procurement.** The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the SPP.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SPP and requirements specified in the bid.

The City's SPP Policy is available on line at http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx or by contacting the Procurement Services Division at (916) 808-6240.

26. **Prevailing Wage/Living Wage.** Any person performing labor in the execution of this contract shall be paid not less than the general Prevailing Wage Rate/Living Wage rate paid in private employment for similar work in the City. In accordance with Title 3.56, Paragraph 3.56.070 of the Sacramento City Code, it has been determined by the City that the current local Prevailing Wage Rate/Living Wage Rate for Janitorial Services in Sacramento County is \$13.83 per hour. This rate may change during the course of the contract and contractor will need to adjust employee per hour cost each time that occurs.

Prevailing/Living Wage rates are established using the US Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Adjusted, SF-Oakland-San Jose Percent Change. The City's Prevailing/Living Wage rates may change annually, usually in the

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month of February, and the successful Contractor will be required to increase employee wages accordingly, at no additional cost to the City. In submitting a bid, Contractors are advised to factor in this potential increase on the Pricing Schedules for the subsequent out years.

In the event the Contractor pays any laborer or employee less than the established prevailing wage rate, the City may terminate the contract. In the event of such termination, Contractor shall be liable and assessed no less than the established rate per day per violation.

NOTE: Pursuant to Section 3.58.020.B.4 of the Sacramento City Code, those contractors that are nonprofit corporations organized under Section 501 of the Internal Revenue Code and have fewer than one hundred (100) employees, whether full- or part-time, are exempt from paying the Living Wage.

- 28. Additional Insurance – Comprehensive Crime Policy.** In addition to the insurance requirements stated in the Non-Professional Services Contract template, the Contractor shall also maintain during the life of the contract:
- a. A comprehensive crime policy, with a minimum limit of not less than \$250,000 and a zero deductible, providing at least the following minimum coverage:
 - Employee Dishonesty Coverage — Form A
 - Depositor's Forgery Coverage
 - b. The comprehensive Crime Policy shall contain a provision either:
 - i. Naming City as an insured
 - ii. Providing that by reason of any loss resulting from Contractor's operation or maintenance of the sites, City shall have a direct right against the insurer for such loss, and such loss shall be payable directly to City upon request.
- 28. Certified Payroll – Electronic Requirement.** The City will require the successful Contractor to provide an electronic upload of certified payroll records each month. LCP Tracker Labor Compliance Software is the City's mechanism to meet this requirement. Contractor's payroll department will work with LCP Tracker staff to implement a bridge from Contractor's payroll system into the LCP Tracker. This requirement must be met within 30 days of contract award. Additional information can be found at www.lcptracker.com.
- 29. Displaced Janitor Opportunity Act.** New Contractors must comply with the Displaced Janitor Opportunity Act which requires janitorial contractors and sub-contractors that secure a new building service contract to employ the janitors of the former contractor or sub-contractor for at least 60 days pursuant to State of California Labor Code, Part 3, Chapter 4.5, Sections 1060 - 1065. In addition to the State's 60-day requirement, the City requires new contractors to increase this period of time by an additional 30 days making this a **total transition period of 90 days**.

It is the contractor's responsibility to be familiar with the requirements of this law.

By submitting a bid, the bidder acknowledges that they have read and understood the meaning, intent, and requirements of said act and acknowledges compliance with said act in the event a contract is awarded to the bidder.

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II.) TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS

1. **SCOPE OF WORK.** Except as provided below, Contractor shall provide all personnel, equipment, tools, materials, supplies and other items necessary to perform janitorial services for the buildings listed in these Technical Specifications. All services shall be performed to the standards set forth in the Task List. Acceptance of services will be based upon results, not merely accomplishment of the required services.

City reserves the right to add or delete buildings and/or square footage and modify-the scope of work, schedules, and/or frequency of services as deemed necessary by the City. Such additions/deletions and/or modifications shall be discussed with the Contractor and, if necessary, adjustments will be made to the contract as mutually agreed.

2. **RELIANCE UPON PROFESSIONAL SKILL.** It is mutually agreed by the parties that the City is relying upon the professional skill of the Contractor, and the Contractor represents to the City that its work shall conform to generally-recognized professional cleaning standards in the janitorial industry. Acceptance of the Contractor's work by the City does not operate as a release of the Contractor's said representation.

3. **EQUIPMENT.** The Contractor shall supply all necessary tools, equipment, waxes, floor strippers, cleaners, brooms, mops, buckets, hoses, restroom cleaner, buffers, Kaivac, or similar performance restroom cleaning machines, vacuums, carpet cleaners, and all other tools and supplies not stated as being supplied by the City. Equipment must be top quality, professional commercial-grade equipment that is Energy Star rated. Materials shall be first quality and Green Seal certified, biodegradable, and shall be preapproved by the City's Contract Manager in coordination with the City's Facilities Manager in advance of usage at any City facility.

The Contractor shall use equipment and supplies that are designed and manufactured of the quality, size, and durability normally used in the industry for the performance of similar custodial services. All equipment and supplies shall be equal to or exceed those listed below, and shall be of adequate quantities to provide readily available stock to perform the required service. The City representative may periodically inspect the Contractor's equipment to ensure its serviceability, safety and performance. Items determined not to be in compliance will be removed and replaced with suitable equipment.

- Carpet cleaner and equipment shall be as recommended by the carpet manufacturer.
- Cell phone(s) to Contractors Supervisors and other key employees. Use of City phones is not permitted except to report an emergency to the authorities.
- Disinfectants: Hydrogen peroxide type shall be used for sinks and general washroom cleaning.
- Extension Cords: Commercial, heavy duty, three-conductor (with ground), flexible cord suited for use in wet areas.
- Vacuum cleaners: Indoor air quality is a concern for City facilities. Contractor-owned vacuum cleaners used in City facilities must be HEPA certified by the

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manufacturer or meet filtration ratings at HEPA standards and, therefore, must be rated to retain all particles to 0.3 microns in size at efficiency rating of 99 percent or higher. HEPA-rated exhaust filtration and HEPA disposable vacuum bags are required.

4. **JANITORIAL SUPPLIES.** The Contractor shall provide all necessary toilet paper, toilet seat covers, hand towels, lotion and powdered hand soaps, urinal and toilet deodorant cakes, and sanitary napkins and tampons as required unless otherwise specified for a particular facility per Site Specifications. Supplies are to be applicable to the dispenser(s) already installed at each site. Products are to be approved by the City's Contract Manager and be Green Seal or UL EcoLogo certified if available.

If alternate products are approved by the City's Site Manager and Contract Manager, the Contractor is responsible to furnish and install all necessary dispensers for the alternate product.

The Contractor shall supply Green Seal or UL EcoLogo certified cleaning products. If use of these products may cause damage to certain surfaces, the Contractor shall identify and submit to the City's Contract Manager a list of alternative products. Exceptions to Green Seal or UL EcoLogo certified products must be approved by the City's Contract Manager.

The Contractor shall use disinfectants that are hydrogen-peroxide based.

The Contractor will be responsible for security locks, collection of money, and the maintenance of sanitary napkin / tampon dispensers. These dispensers are to be fully stocked and operational at all times unless the City's Contract Manager waives this requirement in writing for a particular facility. Reimbursement for moneys collected shall be through a credit on the invoice.

The Contractor shall verify that all floor finishes, seals, spray buff solutions, and other such chemicals applied to non-carpeted floors provide adequate protection against creating/contributing to slip hazards. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery. The Contractor must certify that all employees and representatives are trained to recognize and understand the universal safety symbols.

The City will provide electrical power at existing outlets for the Contractor to operate equipment as necessary. The City will also provide hot and cold water at existing faucets as necessary.

5. **LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED).** The Contractor shall comply with all the requirements necessary to achieve the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) most current Operations and Maintenance rating system for Credits under Indoor Environmental Quality category. LEED for Existing Buildings addresses whole-building cleaning and maintenance issues. This includes chemical use, recycling programs, exterior maintenance programs, and system upgrades.

The Contractor for Category 1, City Hall and 300 Richards will be required to work with the City to establish a high-performance cleaning program and implement the use of

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janitorial equipment and supplies that reduces building contaminants and minimizes environmental impact. Failure to meet these requirements within six (6) months after the award of the contract may result in termination of the contract for these facilities.

6. **STORAGE AREAS FOR EQUIPMENT AND SUPPLIES.** The Contractor shall be provided for no charge adequate facilities for the storage of equipment and supplies at most facilities. The City makes no guarantee that all facilities have a dedicated storage closet. Some areas or building floors share a common storage area.

The Contractor shall store in these areas only equipment and supplies used at City facilities. The Contractor shall be responsible for maintaining these areas in a clean and orderly manner. Any combustibles will be stored in metal, fireproof containers. No flammables, corrosives, or explosives shall be stored in these areas.

7. **CAUTION SIGNS.** The Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions to people other than Contractor personnel. These signs shall always be used whenever the work performed by the Contractor is creating wet or slick floors. Signs shall be displayed regardless of whether the facility is open for business or closed and shall be removed immediately after the hazard has dissipated.

7. **CONSERVATION OF UTILITIES.** The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for performing under conditions which preclude the waste of utilities, including:

- a. Lights shall be used only in areas where and when work is actually being performed.
- b. Lights shall be controlled by using the appropriate light switch and not circuit breakers.
- c. Mechanical equipment controls for heating, ventilation, or air conditioning systems shall not be adjusted by Contractor's employees.
- d. Water faucets or valves shall be turned off after the required usage has been accomplished.

8. **WORKING HOURS.** The Contractor shall perform cleaning service during non-working hours (5:00 PM – 7:00 AM) unless facility specifications require a different schedule. Monthly, quarterly, and semi-annual services may be accomplished during non-working hours including Saturdays and Sundays as predetermined by the City Site Manager.

9. **WORK SCHEDULE.** The Contractor and City Site Manager shall determine an appropriate work schedule that satisfies the needs and requirements of the respective facility in order to accomplish the services. If adjustments to the hours and dates are necessary, the Contractor and the City Site Manager will work toward a solution; the final decision will be made by the City's Contract Manager. Changes will be made at no cost to the City unless the Contractor provides proof of undue hardship.

10. **HOLIDAYS.** The City observes Holidays on the following days:

New Year's Day *	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Last Monday in March

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Memorial Day	Last Monday in May
Independence Day *	July 4
Labor Day	First Monday in September
Veterans Day *	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day *	December 25

* If this Holiday falls on a Saturday, it is observed on the preceding Friday; if on Sunday, then the succeeding Monday.

3-Day-per-Week Service: The Contractor shall perform the daily cleaning tasks on the next day or on the preceding Thursday if the Holiday occurs on a Friday. No cleaning will be performed on Thanksgiving or the Day after Thanksgiving.

5-Day-per-Week Service: The Contractor shall not be required to perform the daily cleaning tasks on Holidays.

7-Day-per-Week Service: The Contractor *shall* perform the daily cleaning tasks on Holidays.

- 11. PARKING FEES.** The Contractor is responsible for all parking fees required by Contractor's personnel to perform their duties.
- 12. COMPLAINTS OF DEFECTIVE PERFORMANCE.** The Contractor shall perform at a quality level that will prevent customer complaints. The Contractor shall ensure that their employees perform at the highest level to ensure that all requirements of the contract are met.

Various surveillance methods shall be used by the City to ensure satisfactory Contractor performance including random sample surveys.

The City's Site Manager will alert the Contractor's Supervisor via email of unsatisfactory performance. The Contractor's Supervisor shall respond to the Site Manager and the City's Contract Manager within four (4) hours of notification of the plan to correct the performance issue. The performance issue shall be corrected within twenty-four (24) hours of notification.

If the complaint is not abated within twenty-four (24) hours to the satisfaction of the City, the total cost for eliminating the problem or completing necessary repairs will be deducted from the payments owed by the City. This shall include both work performed by the City's work force or performed by another janitorial services contractor.

- 13. PHYSICAL SECURITY OF CITY FACILITIES.** The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will promptly be repaired by Contractor to the condition existing before the damage or be replaced, as determined by City. All costs for such repairs or replacements shall be the sole responsibility of Contractor. City reserves the right to select or approve the person/company doing the repair and the materials used. The Contractor shall be responsible for securing all areas where services are performed by closing and locking

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all windows, doors and gates and by extinguishing all lights, except those lights designated to be left on.

14. **SECURITY ACCESS.** The Contractor shall establish and implement methods of ensuring that all I.D. badges, keys, and security codes issued to the Contractor are not lost, misplaced, or used by unauthorized persons. No badges or keys issued to the Contractor shall be duplicated and no security codes shall be shared with unauthorized personnel. The Contractor shall develop control procedures that will be included in the Contractor's quality control plan.

The Contractor shall report lost badges and keys to the appropriate City Site Manager within one (1) hour. The City may require the Contractor to replace, re-key, or reimburse the City for replacement of badges or locks or re-keying as a result of the loss. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost shall be deducted from the Contractor's payment.

Contractor shall be responsible for the prohibition of use of badges or keys issued by the City by any person other than the Contractor's authorized employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees specifically engaged in the performance of assigned work in those areas.

15. **LIMITED ACCESS / HIGH SECURITY AREAS.** Certain rooms and areas, such as telecommunication rooms or computer rooms or high security areas, shall have a designated City staff member present when the Contractor's staffer performs services in this area. Schedule for cleaning of these areas is to be arranged with the City's Site Manager.
16. **LOST AND FOUND PROPERTY.** The Contractor shall ensure that all items of possible personal or monetary value found by the Contractor's employees be returned to the City's Site Manager for that facility.
17. **COMPLIANCE WITH O.S.H.A.** The Contractor shall be responsible for strict compliance with all requirements of Title 8, California Code of Regulations, section 5194, the California Occupational Safety and Health Act (O.S.H.A.), or its successor, which are applicable to the work to be accomplished pursuant to this contract. O.S.H.A. shall be construed to include, but not limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event Contractor, or any of the Contractor's employees, observes any violation of O.S.H.A. in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.
18. **COMPLIANCE WITH IMMIGRATION LAW.** The Contractor shall employ only those individuals who are in compliance with any and all current laws and regulations of the U.S. Immigration and Naturalization Service.
19. **PERFORMANCE STANDARDS.** The Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supplies control, quality control, and management availability.

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- a. Employee Supervision: The Contractor's employees shall be supervised to ensure proper performance of duties and adherence to requirements of the contract. Contractor may employ no more than one (1) trainee per five (5) employees at sites that require six (6) or more employees. Contractor may not employ trainees at sites that require fewer than six (6) employees.
- b. Work Schedule: The Contractor's employees shall follow the schedule developed by the City. Where a schedule has not been issued by the City, the Contractor will furnish their own schedule for approval by the City's Contract Manager and Site Manager. The schedule shall identify by day and time when the service is to be performed.
- c. Quality Control: The Contractor shall have a viable quality control program approved by the City's Contract Manager. The quality control program shall identify services that do not meet the cleaning task standards and allow re-accomplishment prior to scheduled inspection. Random sampling of cleaning services will be conducted by the City.

20. **CHANGED FLOOR SURFACES AND FURNISHINGS.** Differing efforts for different types of floor surface are assumed. However, no adjustments to the contract price will be made for changes to floor surfaces. Should the City change floor surfaces, such as carpet being added or removed to a floor, the Contractor shall adjust the floor servicing and maintenance as necessary.

Density and types of furnishings may be changed to compliment City operations. However, the Contractor shall continue to service the area(s) in accordance with applicable requirements at no adjustment to contract prices.

The "no adjustment to contract prices" clause is included to eliminate minor contract modifications for minor operational changes.

21. **ELEVATORS.** The Contractor is responsible for cleaning the elevator(s) at those facilities that have elevators.

ELEVATORS, location and count:

- 3 – 300 Richards Building, 300 Richards Boulevard
- 1 – City Hall, Historic Building, 915 I Street
- 5 – City Hall, New Building, 915 I Street
- 10 – Convention Center Complex (on-call as directed by City Site Manager)
- 1 – E.A. Fairbairn Water Treatment Plant, 7501 College Town Drive
- 1 – Public Safety Building, 5770 Freeport Boulevard
- 1 – Sacramento Water Treatment Plant, 301 Water Street
- 1 – South Area Corporate Yard, Building 22, 5730 24th Street

ELEVATORS, DAILY TASKS: Vacuum carpeted surface or sweep and dust mop hard floor surfaces. Clean and disinfect buttons in lobby and in elevator car. Clean fingerprints and smudges from the inside and outside of doors.

ELEVATORS, QUARTERLY TASKS: Dry shampoo carpeted floors, wet mop hard surface floors, or otherwise clean the floor in a manner appropriate for the floor material.

Attachment 1 to Exhibit A

22. **FITNESS ROOMS.** The Contractor is responsible for cleaning the fitness rooms in those facilities that have fitness rooms.

Fitness Rooms, one in each facility:

- 300 Richards building, 300 Richards Boulevard.
- 911 Call Center, 7391 San Joaquin Street.
- Meadowview Complex, 2812 Meadowview Boulevard.
- South Area Corporate Yard, Building 20, 5730 24th Street.
- Public Safety Facility, 5770 Freeport Boulevard.

FITNESS ROOMS, DAILY TASKS: Wipe down all metal to polish off shoe marks and sweat stains. Clean upholstery and wipe off shroud and side rails of the treadmills as well as the consoles on treadmills and other machines. Clean the elliptical trainers, ski machines, bikes and stair stepper machines to remove sweat and stains. Clean out the tracks of the elliptical trainer with a dry towel only. Clean tops of any rubber mats and under each treadmill by extra-vacuuuming up the dust and black motor powder residue.

23. **RESTROOM AND FIXTURE COUNT.** Attachment 1 to Section II is an inventory of the restroom facilities and fixtures for each City site.
24. **BREAK ROOM AND COFFEE STATION COUNT.** Attachment 2 to Section II is an inventory of the break room facilities, appliances, and fixtures for each City site.
25. **COURT YARDS.** Several facilities have exterior court yards or other exterior areas. In addition, the Public Safety Building has an interior courtyard. The Contractor shall clean tables, spot sweep, and spot clean glass on a daily basis.

Facilities include:

911 Call Center, court yard

1395 Meadowview, court yard

City Hall, area between the Historic and New City Hall buildings

North Area Corporate Dock, dock area between Building 1 and Building 2

Public Safety Facility, interior court yard.

26. **TASK LIST.** The following is a list of basic daily, weekly, monthly, quarterly, and semi-annual tasks to be performed by the Contractor. Also, the list includes site-specific tasks.

Attachment 1 to Exhibit A

a.) DAILY TASKS (3 times per week)

TASK #	TASK OR LOCATION	DETAILS
D-1	BREAK / LUNCH ROOM(S)	Clean all sink basins, counter tops, and back splashes.
D-2	BREAK / LUNCH ROOM(S)	Clean and disinfectant all table tops and chair surfaces.
D-3	BREAK / LUNCH ROOM(S)	Clean the exterior surfaces of microwaves, toaster ovens, stoves, refrigerators, ice machines, coffee makers, water dispensers.
D-4	COUNTERTOPS	Clean and disinfect countertops in break rooms and coffee stations.
D-5	DRINKING FOUNTAIN(S)	Clean and disinfect all porcelain and polished metal surfaces, including the basin and drain, exterior of cabinet, and exterior chrome/brass. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
D-6	ELEVATOR(S)	Clean per Section II-B-21 specifications.
D-7	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Clean glass or metal surfaces of fingerprints and smudges up to a height of seven (7) feet.
D-8	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Empty ashtrays into non-flammable containers.
D-9	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove chewing gum as needed.
D-10	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove paper, discarded bottles and cans, and other trash at or near an entrance.
D-11	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Remove trash and recycling from exterior receptacles and properly dispose. Replace liners as needed or as directed.
D-12	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Sweep entrance sidewalks, clean door handles or strike bars, clean cobwebs from entrance.
D-13	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Sweep or vacuum all door thresholds.
D-14	ENTRANCES, LANDINGS, INTERIOR COURTS, and SIDEWALKS	Vacuum carpeted entrance mats to remove soil and grit and to restore the resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept or vacuumed. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

Attachment 1 to Exhibit A

D-15	FITNESS ROOM	Clean per Section II-B-22 specifications
D-16	FLOORS, CARPET	Spot clean stains of 3" diameter or less as needed without causing discoloration.
D-17	FLOORS, CARPET	Vacuum all traffic areas and spot vacuum other areas as needed (punch holes, obvious soil, etc.)
D-18	FLOORS, HARD SURFACE	Sweep and dust mop or vacuum all hard surface flooring. Move or tilt light-weight furniture such as chairs and trash receptacles to maintain the floors underneath them and return to original position.
D-19	FLOORS, HARD SURFACE	Damp mop with split microfiber mops or use other appropriate method to remove scuff marks or other black marks or spills from waxed or non-waxed hard surface flooring.
D-20	GLASS CLEANING, INTERIOR	Spot clean all glass desk tops, walls, partitions, interior office windows, directory boards, draft shields on windows, mirrors and adjacent trim up to a height of seven (7) feet. After cleaning, there shall be no traces of finger prints or smudges.
D-21	GLASS CLEANING, INTERIOR AND EXTERIOR	Spot clean interior and exterior door glass including courtyard doors. Spot clean all interior glass windows.
D-22	LOADING DOCK	Clean all trash on the floor and place in the appropriate dumpster.
D-23	LOADING DOCK	Sweep floor and place trash into appropriate containers.
D-24	LOCKER ROOMS	Clean in the same manner as Restrooms / Lavatories.
D-25	POTTED PLANTS, INDOORS	Remove debris from the pots including but not limited to candy wrappers, gum and gum wrappers, and cigarette butts.
D-26	RESTROOMS / LAVATORIES	Clean mirrors, bright metal, entrance door kick plates and push plates, and door handles.
D-27	RESTROOMS / LAVATORIES	Clean, sanitize, and deodorize all urinals, toilets including seats and tank covers, partitions, stall walls and doors, lavatories, and dispensers, with an approved disinfectant solution.
D-28	RESTROOMS / LAVATORIES	Damp mop floors with a disinfectant / germicidal detergent solution. Use split microfiber mops; no cotton string mops shall be used.
D-29	RESTROOMS / LAVATORIES	Empty waste containers and replace trash can liner.
D-30	RESTROOMS / LAVATORIES	Refill all dispensers including soap, towels, toilet paper, seat covers, and sanitary napkins. Restrooms are to be restocked to avoid supplies being used up prior to the next cleaning.
D-31	RESTROOMS / LAVATORIES	Wash and clean sink basins, counter tops, exposed pipes.
D-32	RESTROOMS / LAVATORIES	Clean and sanitize all operational showers.

Attachment 1 to Exhibit A

D-33	TABLES	Clean with a damp split fiber microfiber cloth to remove dust, smudges, and stains.
D-34	WASTE CONTAINERS	Empty and return waste containers to their original location.
D-35	WASTE CONTAINERS	Insert new clear liner bag as needed or directed.
D-36	WASTE CONTAINERS	Empty trash and recyclables into the appropriate dumpster; do not mix the two waste streams. Trash shall be in clear plastic bags with ties used to close the bag.
D-37	WASTE CONTAINERS	Remove cardboard boxes and other oversize trash that has been placed next to a waste container or has been placed in a central collection area approved by the City's site manager. Place in the appropriate dumpster.

b.) WEEKLY TASKS

TASK #	TASK OR LOCATION	DETAILS
W-1	DRAINS	Clean floor drains and ensure that the drain traps are full.
W-2	DRINKING FOUNTAIN(S)	Remove scale from basin.
W-3	DUST	Vertical surfaces and lower surfaces of furniture chair rails, fixtures, and baseboards.
W-4	DUST	Surfaces, including top surfaces, of pictures, wall mirrors, clocks, fire extinguisher covers, framed items
W-5	DUST	Removal of all dust, lint, litter, and dry soil from the horizontal surfaces of desks, chairs, furniture, filing cabinets, fixtures, partitions including top edges of cubicles, hand rails, ledges, window sills, counters, magazine racks, all exposed or open book shelf space and cubicle work surfaces. <i>Low dusting DOES NOT apply to artwork or designated exhibits.</i>
W-6	FLOORS, CARPET	Vacuum. Heavy-duty vacuum all exposed areas of carpeting (those areas not covered by floor mats, desks, cabinets, etc.).
W-7	FLOORS, HARD SURFACE	VINYL AND LINOLEUM: Sweep, then damp mop entire floor using a dedicated split microfiber mop; no cotton string mops shall be used. Sweeping the floor is a prerequisite to mopping. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt, standing water, or mop strands. There shall be no splash marks or mop streaks on furniture, walls, or baseboards. Neither wood nor carpeted floors shall be wet-mopped.

Attachment 1 to Exhibit A

W-8	FLOORS, HARD SURFACE	STONE, MARBLE, SLATE, GRANITE, CERAMIC TILE, TRAVERTINE, or CONCRETE FLOORS: Sweep, then damp mop with a dedicated mop and warm water with cleaner formulated to clean this type of flooring. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt, standing water, or mop strands. There shall be no splash marks or mop streaks on furniture, walls, or baseboards. Neither wood nor carpeted floors shall be wet-mopped.
W-9	PATIO / COURTYARD	Wipe down chairs and tables.
W-10	PATIO / COURTYARD	Sweep up leaves and trash.
W-11	RESTROOMS / LAVATORIES	Remove scale and ring from toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
W-12	RESTROOMS / LAVATORIES	Remove splashings and water spots from walls and modesty panels.
W-13	RESTROOMS / LAVATORIES	Wet mop floor surface with a soapy water solution.
W-14	RESTROOMS / LAVATORIES	The floor drains should get a regular dose of soapy water when the floors are wet mopped (not damp mopped) by the custodial staff. The intent is to prevent odors, insects, and vermin from coming up through the drains.
W-15	STAIRWELLS & LANDINGS	Clean stairwells and landings by sweeping or vacuuming.
W-16	TELEPHONES	Disinfect buttons and mouthpiece.
W-17	WALLS, METAL OR TILE	Spot clean metal surfaces to remove finger prints or other stains.
W-18	WALLS, PAINTED	Spot clean painted walls to remove finger prints or other stains without removing or discoloring the paint.
W-19	WALLS, WOOD	Spot clean wood surfaces to remove finger prints or other stains without staining, blemishing, warping, blistering, or splintering the grain
W-20	GLASS CLEANING, INTERIOR	Edge-to-edge cleaning of all entrance door interior and exterior windows with a spray or brush and squeegee.

Attachment 1 to Exhibit A

c.) MONTHLY TASKS

TASK #	TASK OR LOCATION	DETAILS
M-1	CHAIRS, FABRIC	Vacuum fabric on chairs. Employ a crevice tool to remove particles from crevices.
M-2	COBWEBS	Remove from all interior surfaces and entrance exteriors.
M-3	DUST	Tops of lockers.
M-4	DUST	Tops of lighting valances.
M-5	DUST	Door casings top with door open.
M-6	DUST	Uncluttered desks and work spaces
M-7	ENTRANCE(S)	Polish door handles, push plates, and kick plates.
M-8	LOADING DOCK	Floor shall be scrubbed using a detergent solution, low RPM scrubber or automatic scrubber with brush attachments.
M-9	RESTROOMS / LAVATORIES	Floor shall be scrubbed using a detergent solution, low RPM scrubber or automatic scrubber with brush attachments.
M-10	VACUUM	Chalk trays on chalkboards
M-11	ENTRANCE(S)	Clean glass doors on interior

d.) QUARTERLY TASKS

TASK #	TASK OR LOCATION	DETAILS
Q-1	DRAPES	Vacuum.
Q-2	DUST	High dusting is the removal of all dust, lint, litter spider webs, etc., from all walls, sills, ledges, furnishings, and ceilings over seven feet (7'0") above the floor surface.
Q-3	ELEVATOR(S)	Clean per Technical Specifications, Section II-B-21.
Q-4	FILE CABINETS	Clean all surfaces including dusting top surface.
Q-5	RESTROOMS / LAVATORIES	Wash partitions and tile walls.

Attachment 1 to Exhibit A

e.) SEMI-ANNUAL TASKS

TASK #	TASK OR LOCATION	DETAILS
S-1	DUST	Venetian blinds; position the blinds as down with the slats open.
S-2	DUST	Ceiling ventilator ducts and diffusers. After cleaning, the vents and diffusers will be clean and streak-free and the surrounding wall or ceiling area shall be free of dirt, dust, and grime.
S-3	FLOORS, CARPET	Shall be performed to maintain the carpets in a clean, stain-free, non-discolored condition. Two techniques shall be used in carpet cleaning – hot water extraction and bonnet cleaning. Bonnet cleaning shall only be done with a cloth fiber bonnet and only after hot water extraction has been completed. Bonnet cleaning shall not be used in lieu of hot water extraction. After cleaning, floor drying fans shall be used to ensure that the carpet is completely dry before occupants return to the building. All cleaning solutions shall be vacuumed from the carpet surfaces and removed from walls, baseboards and furnishings. All furniture shall be returned to its proper position.
S-5	FLOORS, HARD SURFACE	All appropriate hard-surface floors shall be stripped, rinsed, sealed and finished to maintain floors in a clean, clear glossy appearance. As part of this practice, old finish shall be stripped from the floor, including corners and edges, to prevent finish buildup and "yellowing." In addition to the above, all floors shall be finished and buffed in accordance with a schedule prepared by the Contractor and approved by the City. Finishing/buffing includes a combination of techniques of dry buffing, spray buffing, high-speed burnishing stripping and refinishing to achieve the required results. Sections and/or entire floor surfaces shall be treated to maintain standards. Floor finishing/buffing shall only be performed on previously cleaned surfaces. Upon completion of finishing/buffing, all floor finish, dust, or other residues shall be removed from walls, baseboards and other furnishings. All furniture shall be returned to its proper position.
S-6	SWITCH PLATE COVERS	Clean and disinfect.

f.) ANNUAL TASKS

TASK #	TASK OR LOCATION	DETAILS
A-1	DUST	Ceiling light fixtures. Dust is to be removed in such a manner that it does not fall to the floor or on furniture.

Attachment 1 to Exhibit A

g.) SITE-SPECIFIC TASKS

Category G-1: City Hall and 300 Richards

TASK #	TASK OR LOCATION	DETAILS
DP-1	DAY PORTER	TWICE DAILY: Monitor paper products in all City Hall restrooms and break rooms.
DP-2	DAY PORTER	TWICE DAILY: Clean and wipe break room and restroom counters, tables, and mirrors.
DP-3	DAY PORTER	TWICE DAILY: Take out trash from main lobby and 2nd floor mezzanine of New City Hall.
DP-4	DAY PORTER	DAILY: Remove trash and recycling from exterior receptacles and properly dispose. Replace liners as needed or as directed.
DP-4	DAY PORTER	DAILY: Clean the following rooms: Building Operations, Camera Room, Armed Security Guard Room / Storage Room.
DP-5	DAY PORTER	DAILY: Cleaning cart is to be stored in the fire riser room in the garage.
DP-6	DAY PORTER	DAILY: No access in telecomm room, electrical rooms, or other maintenance rooms.
DP-7	DAY PORTER	DAILY: Required to clock in and clock out for breaks and lunch with a time stamp at the security kiosk.
DP-8	DAY PORTER	DAILY: Required to badge on each floor; route to be determined by City's Site Manager.
DP-9	DAY PORTER	AS REQUIRED: Special events during daytime hours: Take rolling trash cans and recycle cans to the loading dock, empty, and return to original location.
DP-10	DAY PORTER	AS REQUIRED: May be assigned special task or emergency clean ups by the City's Site Manager. Report to City's Site Manager when task has been started and when it has been completed.
CH-1	Court area between buildings and sidewalks around Historic and New City Hall	DAILY: Dispose of trash, recycling, and empty the waste containers. Replace covers if they have been moved overnight. Dispose of ash tray contents in approved nonflammable containers.
CH-2	Parking Garage, New City Hall	DAILY: Dispose of trash and recycling in appropriate containers.

Attachment 1 to Exhibit A

CH-3	Parking Garage, New City Hall	WEEKLY: Sweep floor.
CH-4	2nd Floor, New Building	AS REQUIRED: Mezzanine area is a lunch area for staff. Special events with food and beverages are hosted here. Event schedule is available from the City's site manager.
CH-5	2nd Floor, New Building	DAILY: "Quiet" Rooms are used by staff for breaks. Sometimes lunches are consumed in these rooms. Cleaning method is the same as D-2
CH-6	Council Chambers, New Building	WEEKLY: Council meetings are held weekly on Tuesday nights or the following Thursday if Tuesday is a Holiday or an election day. Janitorial service cannot be performed in these areas until the meeting is over and chambers are empty
CH-7	Historic City Hall	WEEKLY: Clean patio tables and chairs.
CH-8	City Hall, Historic and New Building	NOTE: Statues and artwork are NOT to be cleaned by the Contractor.
CH-9	Historic City Hall, 2nd floor	NOTE: The wheel chair lift in the old Council Chambers room is NOT to be cleaned by the Contractor.
CH-10	New City Hall, loading dock and hallway corridor	QUARTERLY: Wash floor with walk-behind brush cleaner (no power washing) and dust walls and light fixtures. 1,616 square feet for loading dock and 400 square feet for the concrete hallway corridor.
CH-11	New City Hall, computer training room	DAILY: Clean keyboards with diluted rubbing alcohol in addition to other daily cleaning duties.
CH-12	1 st Floor, New Building	WEEKLY: Acrylic at the Revenue Counter is to be cleaned in a manner prescribed for this material.
CH-13	1 st Floor, New Building	NOTE: The restrooms receive heavy use by members of the public.
CH-14	4 th Floor, New Building	WEEKLY: Bullet-proof glass at the reception desk for the City Attorney's office is to be cleaned edge-to-edge on both sides in a manner prescribed for this material.
R-1	300 Richards, 1st and 2nd floor	NOTE: Lobby, restrooms, common areas, and fitness room are cleaned by the Contractor; the balance is cleaned by the City Police Dept. Janitors. Approximately half of the 2nd floor is cleaned by City Police Dept. janitors.

Attachment 1 to Exhibit A

R-2	300 Richards, 1st floor	DAILY: Clean lobby. There is a coffee kiosk in the lobby, a possible site for coffee spills and stains.
R-3	300 Richards, 3rd floor computer lab	DAILY: Clean keyboards with diluted rubbing alcohol in addition to other daily cleaning duties.

Category G-2: South Area Corporate Yard

TASK #	TASK OR LOCATION	DETAILS
CY-201	Employee Entrance / Exit Gate	DAILY: Wipe down the strike bar on the exit gate with a disinfectant.
CY-202	BUILDING 1	DAILY: 311 Call Center is a 24/7 operation and care shall be taken to avoid interfering with the staff.
CY-203	BUILDING 3, Training Room	DAILY: Dispose of trash; training event may have food and beverages served resulting in heavier than normal clean up.
CY-204	BUILDING 4, Warehouse	Fenced 12' x 16' area in the warehouse portion of the building may be used by the contractor to store cleaning supplies. Area is to be kept clean and in good order.
CY-205	BUILDING 4, Warehouse	DAILY: Dispose of trash and recycling in the warehouse.
CY-206	BUILDING 4, Warehouse	WEEKLY: Sweep aisles of warehouse.
CY-207	BUILDING 7, Computer Training Room	DAILY: Dispose of trash; training event may have food and beverages served resulting in heavier than normal clean up. Clean keyboards with a diluted rubbing alcohol solution.
CY-208	BUILDING 22, Gold Room	DAILY: Training Room that receives heavy usage for union meetings, etc. Food and beverages may be served at these events. Sweep floor and dispose of trash.
CY-209	BUILDING 22, Gold Room	WEEKLY: Damp mop floors with a disinfectant / germicidal detergent solution. Use a dedicated split microfiber mop; no cotton string mops shall be used.
CY-210	BUILDINGS (refer to Fixture list)	DAILY: Several buildings have ovens. Clean stove top and wipe exposed outside surfaces. It is not the responsibility of the Contractor to clean the inside surfaces.

Attachment 1 to Exhibit A

Category G-7: Public Safety

TASK #	TASK OR LOCATION	DETAILS
PS-1	5770 Freeport Blvd.	DAILY: Half of the building is occupied by the Police Department. This section needs to be cleaned during the day while Police personnel are present. The Fire Department section is cleaned at night with the exception of the evidence room. This room can only be cleaned with a representative of the Fire Department present.
PS-2	5770 Freeport Blvd.	NOTE: There is a suite of offices in the southeast corner of the building that is cleaned by the Contractor. Access is from the outside.
PS-3	5770 Freeport Blvd.	NOTE: There is a suite of offices that is accessible from the south area lobby; it is not accessible from the main lobby.
PS-4	5770 Freeport Blvd.	NOTE: The south area lobby has a coffee kiosk; there is a possibility of coffee and food stains incurring on the carpet.
PS-5	5770 Freeport Blvd.	DAILY: Clean the exterior area adjacent to the memorial plaque on the east side of the building, including the bench, and pick up and empty the trash.

Category G-9: Convention Center Offices

TASK #	TASK OR LOCATION	DETAILS
CCO-1	1030 15th St	NOTE: Portions of this building are cleaned by another firm under the tenant co-operative agreement. This other firm is in charge of cleaning the main lobby, the elevator, the 2nd floor offices, and the front and back stairways.
CCO-2	1030 15th St	NOTE: The City's Contractor is to clean the first floor offices, conference rooms, break rooms, and restrooms.

Attachment 1 to Exhibit A

CCO-3	1030 15th St	NOTE: The City's Contractor cleans the 2nd floor restrooms.
CCO-4	1030 15th St	NOTE: Services ARE NOT required on the 3rd floor.

Addendum 1: On-call services at Police Headquarters

PD-1	5770 Freeport Blvd.	ON-CALL AS ORDERED BY THE PD SITE MANAGER: Half of the building is occupied by the Police Department. This section needs to be cleaned during the day while Police personnel are present. Tasks are assigned by the PD Site Manager.
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Attachment 1 to Exhibit B

CATEGORY G-1 (3-Day)

CATEGORY G-1: City Hall and 300 Richards, awarded in aggregate					
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
300 Richards Blvd	1st	Lobby and Police	76,750	\$ 1,685.60	\$ 2,726.00
	2nd	Various departments		\$ 1,869.20	\$ 3,032.00
	3rd	Various departments		\$ 1,869.20	\$ 3,032.00
915 I Street, Historic City Hall	Plaza	Various departments	38,900	\$ 716.00	\$ 1,110.00
	1st	Various departments		\$ 725.60	\$ 1,126.00
	2nd	Various departments		\$ 725.60	\$ 1,126.00
	3rd	Various departments		\$ 725.60	\$ 1,126.00
	1st	Various departments		\$ 3,312.47	\$ 5,504.45
	2nd	Various departments		\$ 3,131.52	\$ 5,119.20
915 I Street, New City Hall	3rd	Various departments	267,020	\$ 3,131.52	\$ 5,119.20
	4th	Various departments		\$ 3,131.52	\$ 5,119.20
	5th	Various departments		\$ 3,131.52	\$ 5,119.20
	Garage	Garage		\$ 1,080.30	\$ 1,700.50
	Day Porter Service	Various departments		\$ 2,436.30	\$ 3,960.50
G-1 Total =			382,670	\$ 27,671.95	\$ 44,920.25

CATEGORY G-2 (3-Day)

CATEGORY G-2: South Area Corporate Yard (SACY); awarded in aggregate					
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
	Bldg 1 Fl 1	311 and DGS	6,494	\$ 465.88	\$ 759.80
	Bldg 1 Fl 2		2,690	\$ 192.32	\$ 312.20
	Bldg 1 Fl 1 & 2	Carpenters Shop	1,250	\$ 51.89	\$ 78.15
	Bldg 1 Fl 1	Paint Shop		\$ 45.11	\$ 66.85
	Bldg 3	Training and Parks & Rec	3,361	\$ 243.70	\$ 389.50
	Bldg 3	Restroom for Guards and Drivers (entrance off of parking lot)	68	\$ 11.90	\$ 11.50
	Bldg 4 Fl 1	DGS	3,378	\$ 245.20	\$ 392.00
	Bldg 4 Fl 2		1,028	\$ 76.40	\$ 119.00
	Bldg 4 Warehouse	Warehouse	6,994	\$ 488.20	\$ 797.00
	Bldg 5	Fleet Main Shop	718	\$ 59.00	\$ 90.00

Attachment 1 to Exhibit B

5730 24th Street	Bldg 6	Fire Shop and NAPA Auto	460	\$ 38.00	\$ 55.00	
	Bldg 7 Fl 1	DOU / Water	2,981	\$ 218.80	\$ 348.00	
	Bldg 7 Fl 2		1,119	\$ 83.00	\$ 130.00	
	Bldg 8	Meter Shop	3,827	\$ 250.60	\$ 401.00	
	Bldg 9	Streets and Concrete Program	4,408	\$ 314.20	\$ 507.00	
	Bldg 10	Signs and Markings	1,355	\$ 99.20	\$ 157.00	
	Bldg 11	Electrical Shop	1,390	\$ 101.75	\$ 161.25	
	Bldg 11	Traffic Signal Shop	690	\$ 53.60	\$ 81.00	
	Bldg 12 FL 1	Parks & Rec	2,580	\$ 189.40	\$ 299.00	
	Bldg 12 A Fl 1	Special Events & Urban Forestry	799	\$ 60.20	\$ 92.00	
	Bldg 12 A FL 2	Special Events & Urban Forestry	721	\$ 55.40	\$ 84.00	
	Bldg 13	Metal Shop	399	\$ 35.15	\$ 50.25	
	Bldg 14	Street Maintenance	3,301	\$ 209.80	\$ 333.00	
	Bldg 16	Body Shop	682	\$ 53.00	\$ 80.00	
	Bldg 19	Storm and Drainage	5,009	\$ 355.60	\$ 576.00	
	Bldg 20	Sewer Utility	6,612	\$ 499.00	\$ 815.00	
	Bldg 20 Fl 2	Second level of gymnasium	360	\$ 35.15	\$ 50.25	
	Bldg 21	Hydrants Shop	1,319	\$ 96.80	\$ 153.00	
	Bldg 22 Fl 1	DOU / Water Distribution	17,000	\$ 690.00	\$ 1,125.00	
	Bldg 22 Fl 2			\$ 558.55	\$ 914.25	
	Guard House	Guard House (Entrance Gate)	105	\$ 14.00	\$ 15.00	
	Guard House	Guard House (Exit Gate)	40	\$ 11.00	\$ 10.00	
	G-2 Total =			81,138	\$ 5,901.80	\$ 9,453.00

Attachment 1 to Exhibit B

CATEGORY G-7 (3-Day)

CATEGORY G-7, Public Safety, awarded in aggregate					
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
3230 J Street	Water Tower	DOU & Fire Dept. Support	5,630	\$ 402.40	\$ 654.00
	Fire Shop	Fire Dept. Machine Shop	3,684	\$ 128.60	\$ 206.00
	"Caddy Shack"	Fire Dept. Shop Annex		\$ 127.40	\$ 204.00
5660 Freport Blvd	1st	Police - Internal Affairs	5,600	\$ 400.00	\$ 650.00
5770 Freeport Blvd	Ste 100 Fl 1	Fire Dept. Administration	12,824	\$ 847.80	\$ 1,388.00
	Ste 100 Fl 2		12,824	\$ 847.80	\$ 1,388.00
	Suite 41 (access thru south lobby - east)	Fire Dept. Background Investigation & PPE	1,408	\$ 103.40	\$ 164.00
	Unknown Suite No. (access thru south lobby - west)	"Continuing Challenge" (door marked "HazMat")	1,280	\$ 93.80	\$ 148.00
	Suite 46 (access from parking lot)	Fire Dept. Special Operations	2,112	\$ 152.00	\$ 245.00
G-7 Total =			45,362	\$ 3,103.20	\$ 5,047.00

CATEGORY G-9 (3-Day)

CATEGORY G-9, Convention Center Offices & City Archives, awarded in aggregate					
LOCATION ADDRESS	FLOOR # or BLDG #	PRIMARY TENANTS	SQUARE FOOTAGE FOR SERVICE (est.)	SERVICE PER WEEK	
				3-DAY	5-DAY
551 Sequoia Pacific Blvd.	Fl 1	Center for Sacramento History & Archives	5,490	\$ 329.20	\$ 532.00
1030 15th Street, Suite 100	Fl 1	Panattoni Building (Convention Center Offices)	4,586	\$ 271.60	\$ 436.00
G-9 Total =			10,076	\$ 600.80	\$ 968.00

Attachment 1 to Exhibit B

ANNUAL MAXIMUM INCREASE

The City may desire to exercise an option to annually renew the contract for up to a total contract life of five (5) years.

Please indicate the maximum percentage price increase to which prices in effect at the end of the first contract year would be subject to change if the renewal option were exercised.

Enter Percentage

Year Two (first renewal option) =

Year Three (second renewal option) =

Year Four (third renewal option) =

Year Five (fourth renewal option) =

ADDENDUM 1 – ON-CALL SERVICES AT POLICE FACILITIES

Police Department facilities:

- EVOC / Training Center, 2409 Dean St., McClellan CA
- Headquarters, Public Safety Building, 5770 Freeport Blvd., Sacramento CA
- North Command, William J. Kinney Police Facility, 3550 Marysville Blvd., Sacramento CA
- South Command, Joseph E. Rooney Police Facility, 5303 Franklin Blvd., Sacramento CA

Submit billable hourly rates for on-call janitorial services at Police facilities:

Type	Supervisor	General staff
Straight time	\$ 14.25	\$ 13.83
Overtime	\$ 21.38	\$ 20.75
Holiday	\$ 28.50	\$ 28.50
Less-than-24-hour notification	\$ 21.38	\$ 20.75

Attachment 1 to Exhibit B

EXTRA CLEANING SERVICES

The Contractor may be called upon to provide extra cleaning services under the terms of this contract. No extra services, however, may be performed without a purchase order specifying the specific service to be performed. Any additional services performed without a Purchase Order shall not obligate the City to pay for such services. Additional services shall be invoiced separately and bear the Purchase Order number. Emergency Responses are exempt; a Purchase Order will be issued after the emergency response has occurred.

Emergency Response, performed outside of normal shifts, for cleaning up vomit, urine, blood, and other bodily fluids (Cost per hour, minimum of two hours, no travel time cost)	\$ 18.00
Extra day porter services (cost per hour, minimum of two hours, no travel time cost)	\$ 15.00
Additional janitorial service outside of normal contract hours (cost per hour, minimum of two hours, no travel time cost)	\$ 32.00
Additional carpet cleaning at City locations not on the contract or additional carpet cleaning at contracted sites (cost per square foot, 100 square foot minimum)	\$ 0.16
Additional floor cleaning (strip, wax, buff) at City locations not on the contract or additional floor cleaning at contracted sites (cost per square foot, 100 square foot minimum)	\$ 0.22
Additional cost to clean (extraction) one fabric chair	\$ 1.35
Additional cost to clean non-fabric chair	\$ 0.35
Additional cost to vacuum drapes (per square foot of coverage area)	\$ 0.12
Additional cost to clean interior and exterior of one standard size bike locker.	\$ 1.45
Additional cost to clean interior of a conventional oven.	\$ 75.00
Additional cost to clean interior of a microwave oven.	\$ 25.00
Additional cost to clean interior of a standard refrigerator (discard food and beverages, wash and disinfect all shelving and trays; freezer is not included).	\$ 75.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NATIONAL CERTIFIED, INC LICENSE #0392666 PO BOX 189 WHITTIER CA 90608	CONTACT NAME: PHONE (Acc. No., Ext): (562) 698-0691 FAX (Acc. No.): (562) 698-1379 E-MAIL ADDRESS:
INSURED LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP 2643 LOMA AVENUE SOUTH EL MONTE CA 91733	INSURER(S) AFFORDING COVERAGE INSURER A: NONPROFITS INS ALLIANCE INSURER B: NONPROFITS UNITED WORKERS COMP INSURER C: SAFETY NATIONAL CASUALTY CORP INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 15/16** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (USD WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X N	2015-11557-NPO	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/DP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X N	2015-11557-NPO	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X N	2015-11557-UMB-NPO	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NPU-WCG 001-2015	1/1/2015	1/1/2016	PER STATUTE <input checked="" type="checkbox"/> OTH. ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	EXCESS WORKERS COMPENSATION	N	SP 4082095	1/1/2015	1/1/2016	WC STATUTORY EL: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEXUAL ABUSE COVERAGE: \$1,000,000 AGGREGATE/\$1,000,000 EACH OCCURRENCE,
 THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS.

CERTIFICATE HOLDER CITY OF SACRAMENTO C/O EBIX BPO PO BOX 257 REP #106-2368892 PORTLAND, MI 48875-0257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)
INS025 (2014/01)

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6/11/2015 8:00AM

POLICY NUMBER: 2015-11557-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

