

**AWARD**  
**JANITORIAL AND RECYCLING SERVICES, CANDLESTICK PARK**  
For the Term September 1, 2003 through August 31, 2006

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**COMPANY INFORMATION**

Name of Company: Costless Maintenance Services Co., Inc.  
Address: 55 New Montgomery Street, #712  
City, State, Zip: San Francisco, CA 94105  
Contact: Norma Edar  
Telephone Number: 415.495.7478  
Fax Number: 415.495.7497  
24 Hour Emergency Number: 415.760.1085  
Payment Terms: 1% 30 Days, Net 31  
Vendor Number: 59795  
CBPO Number: **BPSF00002015**

**WARNING**

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

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**AWARD SHEET**

Item	Estimated Number of Events	Estimated Annual Attendance	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Recycling Cost Per Event	Total Extended Cleaning Cost
1.	1	5 – 10,000	N/A	\$ <u>16,585</u>	\$ <u>1,478</u>	\$ <u>18,063</u>
2.	1	10 – 15,000	N/A	\$ <u>17,268</u>	\$ <u>1,614</u>	\$ <u>18,882</u>
3.	1	15 – 20,000	N/A	\$ <u>19,314</u>	\$ <u>1,887</u>	\$ <u>21,201</u>
4.	1	20 – 30,000	N/A	\$ <u>21,179</u>	\$ <u>2,296</u>	\$ <u>23,475</u>
5.	1	30 – 40,000	N/A	\$ <u>23,907</u>	\$ <u>2,569</u>	\$ <u>26,476</u>
6.	2	40 – 60,000	N/A	\$ <u>26,287</u>	\$ <u>3,115</u>	\$ <u>58,804</u>
7.	10	60 – 70,000	N/A	\$ <u>28,909</u>	\$ <u>3,388</u>	\$ <u>322,970</u>

**Total Cleaning Cost for Line Items 1 – 7**    \$ **489,871**

Item	Estimated Number of Events	Estimated Annual Attendance	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Extended Cleaning Cost
8.	12	N/A	Complete cleaning of all Luxury Boxes, Luxury Box Concourses and Luxury Box Restrooms	\$ <u>6,785</u>	\$ <u>81,420</u>
9.	2	N/A	Strip and Polish Press Box floors	\$ <u>858</u>	\$ <u>1,716</u>
10.	4	N/A	Shampoo all Luxury Carpets	\$ <u>1,617</u>	\$ <u>6,468</u>
11.	12	N/A	Clean and maintain Gate Areas	\$ <u>1,278</u>	\$ <u>15,336</u>
12.	12	N/A	Clean and maintain all areas outside main Stadium area, excluding main parking area, for Pre and Post Events	\$ <u>725</u>	\$ <u>8,700</u>

**Total Cleaning Cost for Line Items 8 – 12**    \$ **113,640**

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**AWARD SHEET**

Contractor understands that "Total Cleaning Cost" means all costs which the City will be charged for the appropriate cleaning service based on attendance, and whenever a cleaning must be completed within twenty-four (24) hours or for an athletic event scheduled for the following day where more than one (1) consecutive eight (8) hour shift is required to complete said cleaning, the costs shall also be included in the bid price. There is no provision for overtime.

13. **Flat Rate:** (This will not be included in the bid evaluation)

Rate for Janitorial Service for emergency and other services      \$ 22.05 per hour

**Combined Total Cleaning Cost of Items 1 – 12      \$ 603,511**

**Note:** Bidders may offer any discount for payment of purchases made within thirty (30) days of receipt of invoice. However, for the purpose of bid evaluation, the maximum discount that will be given on Items 1 through 12 will be two percent (2%). Any discount offered above the two percent (2%) limit will be taken as a trade discount, and will be deducted from the invoice amount without regard to payment date.

Bidder Name: **Costless Maintenance Services Co., Inc. (CMSC)**

Payment Terms: 1 % Cash Discount for Payment in 30 Days, Net 31  
(See Bid and Contract Condition 12)

**End Award Sheets**

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**BID AND CONTRACT CONDITIONS**

**TERMS RELATED TO BIDDING**

**1. WHEN BIDS ARE DUE; BID OPENING PROCEDURES**

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the ad in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

**2. ALTERNATES**

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with bid full information, specs and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specs and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to meet the specifications.

**3. ARTICLES FURNISHED**

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Calif. Admin. Code and, for electrical products, Articles 89-6 and 90-71 of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Dept. of Public Works (DPW), Contractor will so notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are: American Gas Assn.; Applied Research Labs; Electro-Test, Inc.; ETS Testing Labs; Factory Mutual Research; Gas and Mechanical Lab; Underwriters Labs. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

**4. PLACE OF MANUFACTURE**

No article furnished shall have been made in prison or by convict labor, except articles purchased for use by City's detention facilities.

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**BID AND CONTRACT CONDITIONS**

**5. CONDITION OF ARTICLE**

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**6. SAMPLES**

Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

**7. FOB POINT**

F.O.B. destination in San Francisco, freight prepaid and allowed.

**8. PRICE LIST DISCOUNTS**

When bids are based on prices from a catalog or price list, bidder shall furnish copies as required herein. Contractor shall furnish additional lists as required. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list must remain firm during the term of the contract.

**9. BIDDING ON SEPARATE ITEMS AND IN THE AGGREGATE**

Bidders may bid separately for any item unless otherwise provided. Bidders may make offer in an aggregate of several or all items.

**10. PRICES**

Prices quoted must be firm except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

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**BID AND CONTRACT CONDITIONS**

**11. AWARDS; REJECTION OF BIDS**

Purchasing may make awards on separate items or in an aggregate of several or all items. Purchasing reserves the right to reject any and all bids.

**12. CASH DISCOUNTS; TERMS OF PAYMENT**

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- a. Discount period must be at least 30 days.  
Example: "1%, 30 days. Net 31."
- b. The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- c. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions of 12b and 12c above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that city does not make payment within any time specified by bidder.

**13. SUNSHINE ORDINANCE**

In accordance with Sec. 67.24(e) of the S.F. Admin Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

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**BID AND CONTRACT CONDITIONS**

**TERMS RELATED TO THE CONTRACT**

**14. INSPECTION**

All articles supplied shall be subject to inspection and rejection by Purchasing or any department official charged with such duty.

**15. CONTRACT INTERPRETATION; VENUE; ASSIGNMENT**

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of Calif. This contract may be assigned only with the written approval of Purchasing.

**16. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall assume the defense of all claims and suits against the City, its officers and agents, arising out of and in the course of performance of this contract and Contractor shall indemnify and hold harmless the City, its officers and agents, from any and all liability, loss or damage arising from such claims or suits.

**17. FAILURE TO DELIVER**

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**18. BUDGET AND FISCAL PROVISIONS**

This contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by City's Controller and amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section shall control against any and all other provisions of this contract.

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**19. GUARANTEED MAXIMUM COSTS**

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as many be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
- c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification of the Controller has not been obtained.
- d. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**20. TAXES**

City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices.

**21. USE OF CITY OPINION**

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.



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**BID AND CONTRACT CONDITIONS**

**22. NONDISCRIMINATION; PENALTIES**

- (a) Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor.
- (b) Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Admin. Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in Admin. Code Sec. 12B.2(b).
- (d) Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the City's Admin. Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the S.F. Admin. Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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**BID AND CONTRACT CONDITIONS**

**23. MINORITY/WOMEN/LOCAL BUSINESS UTILIZATION; LIQUIDATED DAMAGES**

Contractor understands and agrees to comply fully with all provisions of Chapter 12D.A. ("Minority/Women/Local Business Utilization") of the S.F. Admin. Code. Said provisions are incorporated herein by reference and made a part of this Agreement as though fully set forth. In the event Contractor willfully fails to comply with any of the provisions of Chapter 12D.A., Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or ten percent (10%) of the total amount of this Agreement, or one thousand dollars (\$1,000), whichever is greatest. The amount of liquidated damages imposed will be determined by the Director of the City's Human Rights Commission (HRC) after investigation pursuant to Sec. 12D.A.14(C). By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

**24. MACBRIDE PRINCIPLES – NORTHERN IRELAND**

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**25. TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN**

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Article 12I of the Admin. Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 12I.3B, 12I.4B, and 12I.5B of the Admin. Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 12I shall be deemed a material breach of contract.

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**BID AND CONTRACT CONDITIONS**

**26. RESOURCE CONSERVATION**

Contractor agrees to comply fully with the provisions of Chapter 21A (Resource Conservation) of the S.F. Admin. Code, as amended from time to time. Said provisions are incorporated herein by reference.

**27. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**End Bid and Contract Conditions**

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**GENERAL CONDITIONS**

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions shall take precedence.

**28. CONTRACT TERM**

The contract period shall be for 36 months. The initial term of this contract is the period from award execution date, approximately September 1, 2003, or the above-stated term date, whichever is later, through the last day of the month of a 36 consecutive month period.

**29. CONTRACT EXTENSION**

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing.

**30. TOLL-FREE TELEPHONE NUMBER**

A contractor located outside of the City and County of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service may be a consideration in evaluating this bid.

**31. MBE/WBE COMPLIANCE DECLARATION, HRC FORM 3**

See attached Form P-225, Standard Bid Forms, Item 1.

**32. AFFIRMATIVE ACTION**

Memorandum of the San Francisco Human Rights Commission (HRC) regarding "Information Concerning Affirmative Action Requirements for Suppliers," is attached and made a part hereof as though fully set forth herein. The Questionnaire and Workforce Data form shall be completed and returned with the bid. Failure to furnish this form may result in rejection of bid.

**33. MBE/WBE/LBE ORDINANCE**

To qualify for a bid discount under the provisions of Admin. Code Chapter 12D.A, an MBE/WBE/LBE must be certified by the Human Rights Commission by the Bid Due date.

The certification application is available from HRC (415) 252-2500, and on the web at:

<http://www.ci.sf.ca.us/sfhumanrights/attachment.htm>

Click on "Certification Application (Schedule A)".

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**GENERAL CONDITIONS (Continued)**

**34. CLAIM FOR PREFERENCE**

To claim preference under the MBE/WBE/LBE Ordinance, see Bid Questionnaire.

**35. BID PREFERENCE FOR BROKERAGE SERVICES**

Pursuant to Section 12D.A.5 of the MBE/WBE/LBE Ordinance, a bid preference will only be awarded to an MBE, WBE or LBE directly responsible for providing materials, equipment, supplies or services to City as required by the bid solicitation. An MBE, WBE or LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

An MBE, WBE or LBE will be considered to be "regularly doing business," as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a disadvantaged business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to an MBE, LBE, or WBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**36. MBE/WBE SUBCONTRACTING**

**A. Subcontracting to MBE/WBEs**

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified MBEs and WBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

**B. Examples of Good Faith Efforts**

"Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services that can be subcontracted to certified MBE/WBEs.
- (2) Providing written notice to potential MBE/WBE subcontractors that bidder will be bidding on this contract and will be seeking subcontractors.

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**GENERAL CONDITIONS (Continued)**

- (3) Advertising, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by City, for MBE/WBEs that are interested in participating in the project.
- (4) Following up on initial notices Contractor sent to MBE/WBEs by contacting MBE/WBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested MBE/WBEs with information about the scope of work.
- (6) Negotiating in good faith with MBE/WBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any MBE/WBEs, as determined by City.
- (7) Where applicable, advising and making efforts to assist interested MBE/WBEs in obtaining insurance required by City and the prime contractor.
- (8) Making efforts to obtain MBE/WBE participation that City could reasonably expect would produce a level of participation sufficient to meet City's goals and requirements.

**C. Examples of Subcontracting**

The following are examples of products or services that could be subcontracted under this contract. The list is not intended to be exhaustive:

- (1) the products or services which the vendor in turn sells to City, or components of those products; (see Page 1 of the Bid Sheet);
- (2) packing containers and materials used to ship City's orders;
- (3) services of the carrier who delivers City's orders;
- (4) pro rata share of MBE/WBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

**D. Reports**

On a quarterly basis, Contractor will provide Purchasing with a report on MBE/WBE subcontracting under this contract.

The report must include a narrative description of good faith efforts, if any, Contractor has made during the quarter to provide subcontracting opportunities to MBE/WBEs and to meet the percentage goal.

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**GENERAL CONDITIONS (Continued)**

**E. HRC Data on MBE/WBEs**

Contractor will obtain from HRC a copy of HRC's database of certified and registered MBE/WBEs, and this or other information from HRC, shall be the basis for determining whether an MBE/WBE is certified or registered with City. Contractor will obtain an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

**F. Definition of Certified MBE/WBEs**

The City's MBE/WBE/LBE Ordinance describes two categories of MBE/WBEs: certified and registered. A certified MBE/WBE is local, minority or woman-owned, and economically disadvantaged. A registered MBE/WBE is either: local, minority or woman-owned, and not economically disadvantaged; or non-local, minority or woman-owned, and of any business size.

**37. AUDIT AND INSPECTION OF RECORDS**

Contractor agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this contract, whether funded in whole or in part under this contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this contract shall have the same rights conferred upon City by this Article.

**38. CONFLICT OF INTEREST**

- A. Contractor states that it is familiar with provisions of Section C8.105 of the Charter of the City and County of San Francisco, and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of any said sections.
- B. No officer, member or employee of City and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor, nor member of Contractor's family shall serve on a City board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operations or authorizes funding to Contractor.

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**GENERAL CONDITIONS (Continued)**

**39. NON-WAIVER OF RIGHTS**

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**40. CONTRACTOR'S DEFAULT**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to City; (b) take action in accordance with Section 17; or (c) take other appropriate action as Purchasing deems necessary.

**41. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**42. PROPRIETARY INFORMATION OF CITY**

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement, except to the extent that Contractor can demonstrate that: (a) the confidential information at the time of disclosure was part of the public domain by publication or otherwise, except by breach of this Agreement; (b) the confidential information can be established to have been in possession of Contractor at the time of disclosure and was not acquired directly or indirectly from City under another proprietary information obligation; or (c) the confidential information was received from a third party without any restrictions; provided, however that such information was not obtained by said third party, directly or indirectly, in breach of a proprietary information obligation with City.



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**GENERAL CONDITIONS (Continued)**

**43. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**44. REPORTS BY CONTRACTOR**

**Multi-Year Term Contract**

Each year, ninety days before the anniversary date of this contract, Contractor must furnish a report of the total services ordered under this contract during the preceding twelve months. The report must be in a format acceptable to City and must list by department or location: all services awarded under this contract; total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this contract.

Contractor shall send the reports to:

Darlene Frohm, Senior Purchaser  
Re: Term Contract No. 83717  
Office of Contract Administration – Purchasing Division  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**45. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, in duplicate and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685  
Contract No. 83717

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**GENERAL CONDITIONS (Continued)**

**46. SUBCONTRACTING**

Contractor is prohibited from subcontracting services under this contract unless such subcontracting is agreed to in writing and executed in the same manner as this contract. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

**47. INDEPENDENT CONTRACTOR**

Contractor is and shall be deemed to be, at all times, an independent contractor and the City will not be liable for any act or acts of Contractor, and nothing herein contained shall be construed as creating the relationship of employer-employee between the parties.

**48. SEVERABILITY**

If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding, this contract shall remain in full force and effect and such term or provision shall be deemed stricken.

**49. EMERGENCY – PRIORITY 1 SERVICE**

In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products or services using all modes of transportation available.

Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will-call in the event of an emergency.

In addition, Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**50. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – IRS FORM W-9**

See attached Form P-225, Standard Bid Forms, Item 4.

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**GENERAL CONDITIONS (Continued)**

**51. MINIMUM COMPENSATION ORDINANCE (“MCO”)**

**Background**

The Minimum Compensation Ordinance went into effect October 8, 2000. This new law requires some, but not all, organizations that have service contracts with the City or operate at San Francisco International Airport to pay their employees who are working on those City contracts at least \$10.25 per hour and provide 12 paid days off per year and 10 unpaid days off per year (for a full-time employee working under the City contract). If an employee works less than full time on the City contract, the employer must pay the employee \$10.25 an hour for the hours worked on the City contract, and the paid and unpaid time off must be proportional to the hours worked on the City contract. The required pay rate under the MCO increases at a rate of 2.5% a year for the next two (2) years. The increased pay rate is effective January 1, of each year.

To qualify for MCO benefits, the employees working on the City contract must work at least 4 hours per week per pay period if they are working within San Francisco city limits or on property owned by the City, or at least 10 hours per week per pay period if they are working elsewhere.

The MCO applies only if you have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department **and** have more than 20 employees, including employees of any parent, subsidiaries and subcontractors. If you meet these criteria but do not provide MCO benefits for a potential City contract, the City can do business with you only if the contract receives an exemption or a waiver.

Your best source of information about the MCO is the MCO website:  
[www.sfgov.org/oca/lwlh.htm](http://www.sfgov.org/oca/lwlh.htm)

You will find:

- The text of the ordinance. Section 12P.5 contains new contract language that appears in the City’s contracts and purchase orders.
- Information and Help for Contractors
- Information and Help for Contractors at the Airport
- Information and Help for Employees
- FAQs
- Forms
- Contact Information

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**GENERAL CONDITIONS (Continued)**

**Contract Provisions**

Chapter 12.P of the S.F. Admin. Code is incorporated herein by reference, and Contractor agrees to comply with the MCO in performing this Contract. In addition to any other MCO provisions that may be applicable to Contractor, Contractor agrees to abide by the following terms:

- (a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Contract, Contractor shall provide to the Covered Employee no less than the Minimum Compensation.
- (b) Contractor understands and agrees that the failure to comply with the foregoing requirement of the MCO shall constitute a material breach by Contractor of the terms of this Contract. The City, acting through its Contracting Department, shall determine whether such a breach has occurred.
- (c) If, within 30 days after receiving written notice of a breach of this Contract for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through its Department of Purchasing, shall have the right to pursue any rights or remedies available under the terms of this Agreement, Chapter 12.P or other applicable law.
- (d) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.
- (e) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- (f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.
- (g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO.

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**GENERAL CONDITIONS (Continued)**

- (h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five business days to respond.
- (i) The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Contract. Nothing in this Contract is intended to preclude the City from investigating any report of an alleged violation of the requirements of this Contract relating to the MCO.
- (j) Any Contractor subject to the provisions of this Chapter shall promptly notify the City of any subcontractors performing services covered by this Chapter and shall certify to the City that it has notified the subcontractors of their obligations under this Chapter.
- (k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue all lawful remedies in the event of a breach by Contractor of subsections (a) and (b).
- (l) If Contractor is exempt from the MCO when this Contract is executed because the cumulative amount of contracts with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into a contract or contracts that cause Contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Contract. This obligation arises on the effective date of the contract that causes the cumulative amount of contracts between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

**52. EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- A. Contractor shall provide the Earned Income Credit (EIC) Form to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by

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**GENERAL CONDITIONS (Continued)**

Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.

- B. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- C. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**53. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the web at [www.sfgov.org/oca/lwlh.htm](http://www.sfgov.org/oca/lwlh.htm). Capitalized terms used in this Section and not defined in this agreement shall have the meanings assigned to such terms in Chapter 12Q.

- (a) For each Covered Employee, Contractor shall provide the appropriate health benefits set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (b) Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.
- (c) Contractor's failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- (d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations

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**GENERAL CONDITIONS (Continued)**

substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

- (e) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Contractor shall keep itself informed of the current requirements of the HCAO.
- (h) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (i) Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.
- (j) City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- (k) If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

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**GENERAL CONDITIONS (Continued)**

**54. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS**

This paragraph applies if the contract exceeds \$50,000 over a twelve-month period or less and is for: (1) personal services; or (2) the selling or furnishing of any material, supplies or equipment; or (3) any combination of such services and material, supplies or equipment. San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 *et.seq.*, and San Francisco Ethics Commission Regulations 3.710(a)-1 – 3.730-1, prohibit the public officials who approved this contract from receiving: (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of \$50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

Contractor understands that any public official who approved this contract may not accept campaign contributions, gifts, or future employment from Contractor except as provided under the Conduct Code. Contractor agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract. Upon request, Contractor agrees to furnish, before this contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code.

Upon request, the City agrees to provide, before the contract is entered into, Contractor with a list of public officials who, under the Conduct Code, approved this contract. Failure of any public official who approved this contract to abide by the Conduct Code shall not constitute a breach by either the City Contractor of this contract. Notwithstanding anything to the contrary in this contract, neither party shall have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.

**55. FIRST SOURCE HIRING PROGRAM**

**A. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not



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**GENERAL CONDITIONS (Continued)**

defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**B. First Source Hiring Agreement**

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time;
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers;
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

**C. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged individual referred by the System is "qualified" for the position.

**D. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**E. Liquidated Damages**

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of

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liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**F. Subcontracts**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**56. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years.

**57. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

As of July 1, 2003, Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 21G is obtained from the Department of the Environment under Section 21G.5 of the Administrative Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion.

The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**58. SERVICES PROVIDED BY ATTORNEYS**

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or

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**GENERAL CONDITIONS (Continued)**

attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**59. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**End General Conditions**

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**SPECIAL CONDITIONS**

**60. PURPOSE**

The purpose of this contract is to provide Janitorial Services and Recycling Services as detailed under Special Condition 62, Scope of Services below, in accordance with all other provisions of this contract, for the Recreation and Park Department.

**61. PRE-BID CONFERENCE AND JOB-SITE WALK-THROUGH**

A Pre-bid Conference and Job-Site Walk-Through will be held on the following date:

**DATE:**       **May 20, 2003, Tuesday**  
**TIME:**       **9:00 a.m.**  
**PLACE:**       Candlestick Park Stadium  
                    Conference Room 398, Mezzanine Level

From East Bay (Oakland, Sacramento, etc.)

Take Hwy. 80 to Bay Bridge. After crossing Bay Bridge take Hwy. 101 South. After you see the "Silver Exit", the next exit will be "3Com Park" (Candlestick). Follow the signs.

From Peninsula (Palo Alto, San Jose, San Mateo, etc.)

Take Hwy. 101 North. After SF International Airport you will travel approximately 3-4 miles and there will be the exit to "3Com Park" (Candlestick). Follow the signs.

Instructions to Conference Room:

To locate the Conference Room, enter through main parking lot entrance (Jamestown & Harney Way) and drive straight until you see Gate A (Players Parking Lot). Turn left into the Players Parking Lot and park your car. Go toward the locker rooms (double doors). Turn into the foyer and enter the elevator. Push floor "3". Turn right. You will pass the 49er ticket office and 49er operations office. The next room is the Conference Room (Room 398). The doors will be open.

All prospective bidders are required to attend one (1) mandatory walk-through inspection of Candlestick Park Stadium as designated by the stadium's Chief Engineer of Operations.

**Failure to attend the walk-through may result in rejection of the bid and considered non-responsive.**

The walk-through will be conducted by Mike Gay (415/467-1995) and will last approximately 2 – 3 hours.

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**SPECIAL CONDITIONS (Continued)**

A sign-in sheet will be provided to document the attendance of prospective bidders.

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or Fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Darlene Frohm, Sr. Purchaser  
Office of Contract Administration – Purchasing Division  
City and County of San Francisco  
City Hall – Room 430  
1 Dr. Carlton Goodlett Place  
San Francisco, CA 94102-4685

Fax No.: (415) 554-6717

Please reference Contract Proposal No. 83717

The Pre-bid Conference and Job-Site Walk-Through will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference and Job-Site Walk-Through will be executed by written Change Notice.

**62. SPECIFICATIONS OF SERVICES TO BE PERFORMED – SCOPE OF WORK**

This Scope of Work is intended to define, describe, state, and outline the requirements for Janitorial Services at Candlestick Park Stadium, a complex approximately 14 ½ acres on an 82 acre site. The Scope of Work is a general guide and is not intended to be a complete list of all equipment and work necessary to provide **Class A** Janitorial Service. For the purpose of identification; Part One is for general cleaning, Part Two is for the cleaning of the luxury boxes and associated areas.

Services to be performed for all areas inside and including the Fire Road surrounding the stadium, the luxury boxes, luxury box concourses and luxury box restrooms. Contractor shall not be required to clean the First Aid Station and those areas used for or occupied by the Volume Services and the San Francisco 49ers. However, all locker room facilities, referee dressing rooms and all hallways leading to and from the field area are covered by this contract. Services shall be performed for pre-event cleaning, cleaning during an event, and post-event clean-up.

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**SPECIAL CONDITIONS (Continued)**

**ALL AREAS TO BE CLEANED FOR PRE- AND POST-EVENTS ARE AS FOLLOWS:  
(See Attachment A – Candlestick Stadium Map; Attachment B – 49ers Season Schedule)**

1. Fire Road
2. C Lot Parking
3. All Plaza Gates: A, B, C, D, E & F
4. Saint Francis Plaza in Front of B-Gate
5. T.V. Cage outside D-Gate
6. All Concourses: Upper/Mezz/Lower
7. All ramps from 1 to 8 from top to bottom
8. Taxi ramps
9. Ticket Booths in Gates A, E & F
10. All turnstiles in all gates: A, B, C, D, E & F
11. All five metal stairways from top to bottom
12. Visitors Rooms/Visitors Locker Rooms/Chain Gang Room/Referee Room/Locker Room Hallway/49ers' Locker Room

**A. Part One – General**

**Pre-event; Event and Post-event Requirements**

**Recycling:**

Candlestick Park is committed to recycling at all events including football games, conventions, concerts, and special events. Contractor must participate in Candlestick Park's recycling efforts. A recycling staging area will be constructed so recyclables can be housed in one location. Please follow waste diversion procedures listed below:

**Cardboard:**

- Place all cardboard in designated 3-yard bins and baler located in the recycling staging area
- No cardboard is to be placed in trash cans
- Remove plastic wrap or styrofoam filling from boxes
- 3 yard containers will be placed close to location where high levels of paper are generated
- Designated blue tilts will be purchased to easily transport cardboard to 3 yard containers
- Flatten cardboard so more material can fit in designated 3 yard containers

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**SPECIAL CONDITIONS (Continued)**

**Paper Products:**

- Designated 3 yard bins will be placed close to location where high levels of paper is generated
- Paper will be recycled including white and mixed paper, magazines, newspaper, etc.
- Designated 3 yard paper bins will be located in the recycling staging area
- Offices and press rooms will have designated paper bins for recycling
- Paper will be collected on a schedule or on an as needed basis
- Unwanted boxed literature and unwanted pallets of literature will be transported to recycling staging area

**Beverage Containers:**

- Beverage container recycling bins will be placed in stadium corridors, bars, locker rooms, and suites
- Collect beverage containers and place in designated blue tilts
- Transport blue tilts to recycling staging area when full

**Pallets:**

- Place unwanted pallets in recycling staging area

**Pre-Event Cleaning:**

Pre-event cleaning services shall include all necessary janitors, matrons, high-pressure washers, sweepers, laborers and supervisors to:

1. Stock and replenish all restrooms.
2. Wash down and scrub with cleaning products approved by Chief Engineer or Operations, seating area, ramps, movable stands, concourses, and restrooms.
3. Clean and polish all surface areas outside of each restroom (concourse, ramp, hall, etc.).
4. Remove all trash from restroom containers, picking up and hauling trash from the Lower/Mezz/Upper and Ground Levels/Concourse/Stand/Concessions and waste basket liners.
5. Sweep and clean all areas outside of each restroom (concourse, ramp, hall, etc.).

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6. Perform additional custodial services as requested by the stadium's Chief Engineer of Operations or his/her representative.
7. The pre-event service must be completed 24 hours prior to event time. All work must be approved by the Stadiums Chief Engineer of Operations and his determination shall be final.

**Event Cleaning:**

A janitor and/or matron must be stationed at each restroom to clean the restrooms and areas outside the restrooms per the specifications during football games. There are 78 stadium restrooms, excluding those in the luxury concourse. Due to the close proximity of some restrooms it is possible for (1) janitor or matron to service restrooms in some locations, such that the number of matrons and janitors required to service the 78 stadium restrooms excluding those in luxury concourse is only 66. The stadium's Chief Engineer of Operations will specify those locations. Each of these janitors or matrons must be on duty until one hour after the conclusion of the event. This requirement is in addition to the janitors needed to respond to emergency situations and calls regarding spills in the stands, concourses, ramps, suites, etc. Contractor must provide the following minimum staff or cleaning services during an event.

Matrons and Janitors	66
Supervisors	4
Managers	1
Runners	20 (10 Matrons, 10 Janitors)
<b>Total</b>	<b>91</b>

Matrons and janitors **must** stagger their break times to meet the requirements that there **must** always be at least 15 matrons and 15 janitors on duty at all times. The supervisor **must** be in direct contact (via walkie-talkie) with the stadium's Chief Engineer of Operations at all times during an event. The services provided during an event shall include:

1. Stock and replenish restroom supplies.
2. Maintain restrooms in a healthy and attractive state; this includes, but is not limited to, picking up all debris and mopping up all spills. Janitors and matrons assigned to restroom service during events must be equipped with wet mops and buckets.
3. Cleaning any and all spills on concourses and seating areas.



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4. Cleaning all debris on concourses and ramps.
5. Clean all restrooms including floors, mirrors, wash basins, water closets, partitions, urinals and other fixtures.
6. Remove all trash from restroom containers, picking up and hauling trash from the Lower/Mezz/Upper and Ground Levels/Concourse/Stands/Concessions and waste basket liners.
7. Sweep and clean all areas outside of each restroom (concourse, ramp, hall etc.).
8. Perform additional custodial services as requested by the Stadium Chief Engineer or Chief Engineer of Operations or his/her representative.

**In the event that the Stadium's Chief Engineer or Operations determines that any area of the Stadium is not being maintained to contract specifications, during an event, he/she may require Contractor to provide additional matrons and/or janitors at no additional cost to City as specified on the Bid Sheet. Contractor's supervisors must report every 30 minutes to the Stadium's Chief Engineer of Operations to ascertain areas of the stadium where janitors or matrons services require immediate attention.**

**Post-event Cleaning:**

Contractor must provide sufficient staff to complete post clean-up services at least 24 hours prior to the next scheduled football game and at least 6 hours prior to any other event. At no time should post-event cleaning extend beyond 10 days after the conclusion of a football game, or other event.

**Note:** In some cases the required turn-around time could be as short as 24 hours from completion of a football game, or other event. Recommended minimum staff for post clean-up services is as follows:

Sweepers	1 Per Thousand Attendance
Garbage Bin Attendants	2
High Pressure Washer	8 – 10 teams of 2 (4 –5) days
Supervisors	4
Managers	1
Hose Attendants	4 teams of (2) two

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The post-event clean-up services **must** include the following:

Removal of all debris and litter from the playing field areas, concourse, ramps, seating restrooms, and all other areas inside and including the Fire Road surrounding the Stadium. Clean and wash down all seating, concourses, ramps, movable stands and restrooms.

1. Clean all restrooms including floors, mirrors, wash basins, water closets, partitions, urinals and any other fixtures.
2. Remove all trash from restroom containers, picking up and hauling trash from the Lower/Mezz/Upper and Ground Level/Concourse/Stands/Concessions and waste basket liners.
3. Sweep and clean all areas outside of each restroom (concourse, ramp, hall, etc.).
4. Perform additional custodial services as requested by the Stadium Chief Engineer or his/her representative.

Commencement and conclusion of post-event clean-up must meet the requirement of the Stadium's schedule. Contractor shall place all debris in existing dumpsters, compact to the extent possible, and move dumpster to a pick-up area designated by the Stadium's Chief Engineer of Operations. Contractor must have at least one (1) debris box area. Tractors shall be subject to approval of the Chief Engineer of Operations. No dumpsters should ever be placed in luxury box concourses.

**B. Part Two – Luxury Boxes and Associated Areas**

**Pre-Event Cleaning:**

1. Stock and replenish all restroom supplies.
2. Clean, polish and sanitize all restroom fixtures including toilets, urinals, hand basins and bathroom floors.
3. Clean and sanitize (with chemical disinfectant) all flush rings, drains and overflow outlets.
4. Clean and remove all debris from concourses, luxury boxes and luxury box restrooms.
5. Clean, polish and remove all fingerprints and other marks from all surface areas inside the luxury boxes including all walls, cabinets, mirrors and doors.

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**SPECIAL CONDITIONS (Continued)**

6. Clean and vacuum all carpets in luxury boxes and hallway floor carpets; vacuum hallway floor and shampoo carpet as needed, suites 1 to 69 and ramps 1, 2, 3 & 4.
7. Empty all waste baskets, ashtrays, and trash containers in the luxury boxes and restrooms and replace liners if necessary.
8. Mop and spray buff all concourse floors and hallway Suites A, B, C, D, E and suite hallways 70-89, and ramp 5. Spot buff and (as needed) strip and wax hallways.
9. Spot clean all concourse walls, railings and stairs leading to the luxury boxes.
10. Clean inside all refrigerators in luxury boxes, but **do not** remove any contents.
11. Set refrigerator temperature control on setting six (6) and remove all ice that has accumulated on the walls or door of the refrigerator.
12. Dust and spot clean all luxury box seats and light fixtures.

The pre-event services must be completed and pass inspection of the Stadium's Chief Engineer of Operations 24 hours prior to event time.

**Event Cleaning:**

Contractor must provide all necessary matrons and janitors for cleaning services during an event. The services to be provided during an event are as follows:

1. Stock and replenish restroom supplies.
2. Maintain restrooms in a healthful and attractive state; this includes but is not limited to, picking up debris and mopping up spills.
3. Clean any and all spills on concourse and in luxury boxes as directed by Stadium's Chief Engineer of Operations or his/her representative.
4. Clean all debris from concourses and luxury box stairs. Additional related services may be required during an event by the Stadium's Chief Engineer of Operations or his/her representative.
5. Sweep and pick up any debris inside, in the immediate area outside and around any debris boxes at Gates A, B, C, D, E & F. Also perform any custodial services requested by the Chief Engineer of Operations. These services must be performed before, during and after each event. The following number of attendants must be maintained at each gate to perform

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any custodial service that may be required before, during and after each event.

Gate A	4 Attendants
Gates B, C, D	1 Attendant
Gates E, F	2 Attendants

**Post-Event Cleaning:**

Contractor must provide all necessary janitors and matrons necessary for cleaning services following each event.

1. Remove all debris and trash from the luxury boxes.
2. Empty all trash containers in the luxury boxes and restrooms, and replace all liners.
3. Vacuum and spot clean all luxury box carpets and seats and hallway floors from suite 1-69 and ramps 1, 2, 3 & 4.
4. Set refrigerator temperature control setting to six (6) and remove all excess ice from the refrigerator walls and doors.
5. Spray buff and apply floor finish to all landing, concourse bathroom floors and stairs leading to luxury boxes.
6. Empty and wash all ash tray containers in luxury boxes.

**Additional Cleaning:**

1. Complete cleaning of press box floors. The Contractor at the request of the Stadium's Chief Engineer of Operations or his/her representative will strip, clean and polish all floor surfaces in the press box. The Contractor must use a top-of-the-line metal interlock water emulsion-type, slip resistant floor finish such as Johnson Showplace and leave the floor in a bright and shiny condition containing no streaks or yellow marks on any surface space.
2. Complete cleaning and shampooing of all luxury box carpets. The Contractor at the request of the Stadium's Chief Engineer of Operations or his/her representative shall clean and shampoo all luxury box carpets using the extractor cleaning method.
3. Clean and remove all debris from Plaza areas (Plazas A, B, C, D, E & F), Parking Lot "C", Parking Lot "A", the St. Francis Statue area, the Fire Road that encircles the stadium and the Tree Lined areas between the Fire Road

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and Parking Lot. Areas also requiring cleaning are the TV Cage outside of “D” Gate and the Bin Cage area.

**63. CONTRACTOR’S EXPERIENCE AND QUALIFICATIONS**

- A. Contractor must have a minimum of three (3) years of relevant experience and operate from a facility located in the City and County of San Francisco or within a 50-mile radius of Candlestick Park Stadium.
- B. All bidders must complete and provide with their submitted bids the attached Reference Worksheet. Failure to provide the requested information may result in rejection of bid. Purchaser reserves the right to evaluate the bidder’s qualifications and may reject a bidder deemed to have inadequate experience. The decision of the Purchaser is final.
- C. The City may make such investigations, as it deems necessary, prior to the award of this contract to determine the conditions under which work is to be performed. The Purchaser will take into consideration, but not be limited to:
  - 1. Bidder’s experience record
  - 2. Location
  - 3. Adequacy of plant facilities
  - 4. Sufficient personnel and equipment to properly perform all services called for under the contract.
- D. City reserves the right to inspect Contractor’s place of business prior to award or at any time during the contract term or any extension thereof, to aid Purchaser in determining Contractor’s capabilities and qualifications.
- E. Contractor will be responsible for providing technical support and assistance to City’s Recreation and Park Department. As part of this requirement, Contractor must provide personnel with in-depth technical knowledge of the services Contractor is providing under this contract to answer questions and offer any assistance required by the Recreation and Park Department.
- F. Contractor shall be responsible for producing the usage reports required under General Condition 44 of this contract. Failure to provide the required reports may result in application of General Condition 40, Contractor’s Default, of this contract.
- G. City reserves the right to reject any bid on which the information submitted by bidder fails to satisfy City and/or bidder is unable to supply the information and documentation within the period of time requested.

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**SPECIAL CONDITIONS (Continued)**

- H. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation with the period requested.

**64. CONTRACTOR'S RESPONSIBILITIES**

- A. Any work completed by Contractor that does not meet quality standards as determined by the City department shall be re-done by Contractor at no cost to City. In the event Contractor's work repeatedly does not meet quality Class A standards, the Purchaser and the Stadium's Chief Engineer of Operations or his/her representative reserves the right to terminate this contract without any cost to City.
- B. Contractor must at all times maintain adequate staffing to faithfully execute the contract. If it appears at any time the specifications of the contract are not being completed, Contractor will supply additional staff to successfully meet the terms of the contract. City may request Contractor to remove any janitor or matron from its premises at any time it desires and for any reason whatsoever, and Contractor shall provide an immediate replacement at no additional cost to City.
- C. **Uniforms**  
Contractor must furnish, and all employees, including coordinators and supervisors, must wear uniforms with vests that are clearly numbered on the back and front for easy identification. All personnel must have a visible company name, logo, badge, etc., on their uniforms.
- D. **Minimum Age**  
All employees of Contractor must be a minimum of eighteen (18) years of age and have a minimum of two (2) years janitorial experience and be fully trained in the custodial service trade.
- E. **Business Tax License**  
Contractor shall be registered with the City and County of San Francisco and have a current business license with the City and County of San Francisco. Contractor's license must not be currently under probation or suspension as set forth by the State of California, Department of Consumer Affairs.
- F. **Emergency Telephone Number**  
Contractor shall provide the Stadium's Chief Engineer of Operations with an emergency telephone number where Contractor may be reached at any time. Contractor must respond to emergency calls relating to deficiency of service by correcting said deficiency within two hours of receipt of the call.

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G. Any storage facilities or office space provided by City at Candlestick Park Stadium is for Contractor's convenience only and is authorized only for use in the execution of this contract. The storage of any equipment, materials or consumables by Contractor at Candlestick Park Stadium is done at Contractor's own risk. The City and County of San Francisco is not responsible for any loss, theft or damage to equipment, materials or consumables left at Candlestick Park Stadium.

H. Equipment and Supplies

Contractor must furnish all labor, tools, cleaning materials, equipment and supplies required to perform Class A Janitorial Service. The City will provide the following:

- 1.) Toilet Paper
- 2.) Hand Towels
- 3.) Liquid Soap
- 4.) Seat Covers
- 5.) Water and Electricity
- 6.) The City assumes no pecuniary liability for any losses suffered by the Contractor. Materials and equipment shall be neatly stored only in areas provided by the City.
- 7.) The City will pay for garbage and debris disposal.

Materials, machines and equipment is to be used as a general guide and is not intended to be a complete list of all equipment needed for all the events.

1. Mobile Sweeper/Scrubber	1 unit
2. Gas Feed Power Washer	10 units
3. Upright Vacuum Cleaner	25 units
4. Back-pack Vacuum Cleaner	5 units
5. High Speed Buffer (3 with Shampoo Tank)	6 units
6. High-pressure Steamer	1 unit
7. Garbage Bin Tractor	2 units
8. 32 Gallon Plastic Garbage Can	100 units
9. Set of Mop Head & Mop Bucket & Wringer	80 sets
10. Soil Solv All Purpose Cleaner 6 Gal/Case	24 cases
11. Floor Wax Stripper, 5 Gal/Pack	10 packs
12. Floor Finish/Wax, 5 Gal/Pack	15 packs
13. Floor Stripping Pad, 5 Pads/Case	5 cases

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14. Shampoo Solution, 5 Gal/Pail	6 pails
15. Ajax Bleach Cleanser, 24/case	10 cases
16. Graffiti Remover	10 gal (per season)
17. Glass Cleaner Solution, 1 Gal/Bottle	10 gal
18. 45 Gallon Plastic Liner, 150/case	40 cases
19. 60 Gallon Plastic Liner, 150/case	40 cases
20. 16 Gallon Plastic Liner, 150/case	35 cases
21. Water/Floor Squeegee	20 units
22. Set of Window Squeegee	10 sets
23. Cotton Rugs, 25 lb./case	10 cases
24. Dust Pan/Lobby Pan	50 units
25. Push Broom, 24"	50 units
26. Heavy Duty Power Washer Water Hose, 50' roll	30 rolls
27. Stainless Cleaner/Polish, 12/case	5 cases
28. Brass Cleaner/Polish, 12/case	3 cases
29. Feather Duster	20 units
30. Gum Remover, 12/case	4 cases
31. Set of 32 oz. Plastic Spray Bottle	100 sets
32. Corn Broom	100 units

I. List of Chemicals / MSDS

Material Safety Data Sheets will be required for cleaning chemicals used. Contractor must furnish prior to commencement of any services under this contract, a list of all chemicals that Contractor anticipates bringing onto or using in any property belonging to City, together with Material Safety Data Sheets (MSDS) for each chemical. Successful Contractor must furnish completed MSDS within 10 days of notification to do so. Failure to furnish completed MSDS for each item required may result in rejection of the proposal.

MSDSs are subject to approval by the San Francisco Department of Public Health, Bureau of Environmental Health Services. Contractor must provide to the Stadium's Chief Engineer of Operations and the Bureau of Environmental Health Services updated MSDS each anniversary of the execution of this contract or sooner when formulation or knowledge of hazards change.



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- J. Cal-Osha  
Contractor accepts responsibility for determining that all necessary safeguards for protection of Contractor's employees are available or will be furnished to employees. All work performed must conform to Cal-Osha standards.
- K. Collection of Infectious Wastes / Sharps Containers  
Contractor must supply Sharps containers and must be responsible for the instruction and training of their employees on the collection of needles and infectious waste and the use of Sharps containers. Contractor must comply with all State and Federal laws and regulations concerning these items and the use of Sharps containers.
- L. Disposal of Chemicals  
Contractor **MUST** dispose of all chemicals and their containers as prescribed on their labels, Material Safety Data Sheets and any and all hazardous materials that may be discovered during the performance of this contract in accordance with all applicable laws of the City, State of California and the Federal government.
- M. Broken Windows  
All windows and glass broken by Contractor will be replaced at their expense.
- N. Upon the conclusion of each event, Contractor shall be required to provide the Stadium's Chief Engineer of Operations or his/her representative with a sign-in roster for each employee working the event.
- O. Contractor's employees must note maintenance problems and report them to the Stadium's Chief Engineer of Operations. Any problem which prevents performance must be noted in the log before the end of the shift. Contractor must not claim and the Stadium's Chief Engineer of Operations will not entertain any claim that such problems prevented Contractor's performance if said claim is not entered in the log.
- P. A **Master set of keys** will be issued to the successful Contractor. If any of the keys are lost, it is Contractor's responsibility to **re-key** all locks and provide the City with a new set of **Master keys**.
- Q. Contractor must ensure that the performance of the contract is in accordance with the highest level of workmanship and accomplished according to the highest professional standards. The determination as to the adequacy of performance will be made by the Stadium's Chief Engineer of Operations or his/her representative. Contractor or Contractor's agent must be available at reasonable intervals as requested by the Stadium's Chief Engineer or Operations or his/her representative to participate in inspection walk-through. Contractor must have on-site supervision for all janitors.

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**SPECIAL CONDITIONS (Continued)**

Contractor must provide trained staff members when regular staff are absent for any reason.

- R. The successful contractor, by signing the contract swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of the National Labor Relations Board.

**65. RESOURCE CONSERVATION; LIQUIDATED DAMAGES**

This bid is for janitorial services, and the City owns or leases at least 50% of the building. Pursuant to Administrative Code Chapter 21A, Contractor agrees to collect all recyclable materials and place them at a central location designated by City for pickup by recycling haulers.

Chapter 21A of the S.F. Administrative Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 21A will be deemed a material breach of contract.

In the event Contractor fails to comply in good faith with any of the provisions of Chapter 21A, Contractor will be liable for liquidated damages in an amount equal to Contractor's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Contractor from any contract with City.

**66. DISPUTE RESOLUTION**

Contractor and City agree to resolve disputes informally to the maximum extent possible. Contractor and City agree to negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. In the event that a dispute arises between Contractor and City which cannot be resolved in the normal course, Contractor and the City agree to the following procedure before undertaking any litigation:

- A. Within 10 business days of a written request by either party, the City department's representative and Contractor's Service Representative or Account Manager shall meet and resolve the issue(s).
- B. If the City department's representative and Contractor's representative cannot resolve the issue(s) within five business days of the meeting, the issue(s) shall be submitted to the City's Purchaser and the Contractor's Service Manager.

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- C. If the Purchaser and the Service Manager cannot resolve the issue(s) within five business days of its submission, then the parties agree to submit the issue(s) to the Director of Contract Administration for final resolution.

**67. BID SECURITY**

Each bid must be accompanied by a bid bond, or money order, or a cashier's check or certified check, in the amount of **\$3,000** payable to the City and County of San Francisco, to guarantee the filing of the Performance Bond, Fidelity Bond and the specified Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.**

*Failure to submit the bid security will result in the rejection of the bid and bidder declared as non-responsive.*

After award, all bid proposal guaranties except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

**68. PERFORMANCE BOND**

The successful bidder will be required to furnish a performance bond on the form furnished by City, **in a sum not less than 100% of the annual amount of the contract** to guarantee the faithful performance of this contract.

The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

The bond must be renewed annually for multi-year contracts.

**69. FIDELITY BOND**

Contractor shall maintain throughout the term of this contract, at no expense to City, a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount not less than \$50,000 with any deductible not to exceed \$5,000 and including City as additional obligee or loss payee as its interest may appear.

**70. INSURANCE**

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- A. Contractor will maintain and keep in force, during the full term of the contract, insurance in the following amounts and coverage:

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**SPECIAL CONDITIONS (Continued)**

1. Workers' Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.
  2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broad Form Property Damages, Personal Injury, Products and Completed Operations.
  3. Commercial Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and Hired Auto Coverages, as applicable.
- B. Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as ADDITIONAL INSUREDS, the City and County of San Francisco, its Officers, Agents, and Employees.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. ALL POLICIES SHALL BE ENDORSED TO PROVIDE:
- Thirty days advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following address:
- Director, Office of Contract Administration  
Purchasing Division  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685
- D. Before commencement of the term of this contract, certificates of insurance and copies of Additional Insured policy endorsements, in form and with insurers acceptable to City, evidencing all required insurance, shall be furnished to City, with complete copies of policies upon request.
- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims

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**SPECIAL CONDITIONS (Continued)**

made after expiration of the contract, such claims shall be covered by such claims-made policies.

- F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
- G. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- H. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

**71. INDEMNITY**

Indemnification and Hold Harmless. Contractor shall indemnify the City and County of San Francisco, the Recreation and Park Department and their respective agents (individually or collectively, an "Indemnitee") against any and all losses (other than those arising out of the gross negligence or willful misconduct of the Recreation and Park Department) arising out of: (a) any injury to or death of any person or damages to or destruction of any property occurring or resulting from any act or omission of Contractor or its Agents, or (b) any default by Contractor in the observance or performance of any of the terms, covenants or conditions of this Agreement, or (c) the use, occupancy or condition of the advertisements or Contractor's activities in the locations of service or in performance of this contract. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any loss for which Contractor has indemnified an Indemnitee, and upon written notice from such Indemnitee, Contractor shall at its sole expense answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnitee. The Indemnitee shall have the right, exercised in their sole discretion, but without being required to do so, to defend, adjust, settle, or compromise any claim, obligation, debt, demand, suit or judgement against the Indemnitee in connection with the advertisements. The provisions of this paragraph shall survive the termination of this contract with respect to any loss occurring prior to or upon termination. Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnitee from any claim which actually or potentially falls within this indemnity provision even if such allegation is groundless, fraudulent or false, and at all times before the determination of the validity of any such claim. The foregoing indemnity is not limited by the amount of insurance required to be maintained by the Contractor.

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**SPECIAL CONDITIONS (Continued)**

**72. FAILURE TO EXECUTE CONTRACT**

- A. Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City.
- B. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**73. PRICE**

- A. Bid price to include all costs chargeable to the City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to the City are to be made for training. All costs to the City shall be included in prices entered on Bid Sheets.
- B. Any bid requiring receipt of contract award in less than sixty (60) days will be unacceptable.

**74. PRICE ADJUSTMENT**

Prices may be considered for adjustment in accordance with Section 53, Prevailing Rate of Wages Required. This price adjustment clause shall apply to any extensions of the contract term.

**75. BID PRICE EVALUATION**

To determine the apparent low bidder, bid price will be evaluated and computed into one single total.

Evaluated bid price will be based on the total cleaning cost of Items 1 – 12 combined.

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each service based on the estimated quantity multiplied by the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12) and any applicable MBE/WBE/LBE preference (see General Conditions 33 through 35).

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**SPECIAL CONDITIONS (Continued)**

**76. AWARD**

- A. Award will be made to the lowest responsive and responsible bidder as noted on the Bid Sheets
- B. In determining the award, Purchasing will take into consideration, but will not be limited to:
  - 1. Price (evaluated)
  - 2. Satisfactory review of bidder's qualifications
  - 3. Any other factors deemed pertinent
- C. The Purchaser reserves the right to make adjustments within the aggregate, award separate services or in an aggregate of several or all services if it is in the best interest to City to do so.

**77. AWARDED ITEMS**

- A. If, during the term of the contract, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, it is understood and agreed that the service will be canceled and removed from the contract without penalty to City. City's sole obligation to Contractor is payment for services performed prior to the cancellation date. City shall give Contractor ten days notice prior to any cancellation. City will purchase the required replacement service from any source and in the manner as determined by Purchasing.
- B. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the services required in the contract. Any changes made without the approval of Purchasing will constitute default and result in City invoking General Condition 40, Contractor's Default.

**78. ADDITIONAL NEW ITEMS**

- A. Additional services may be added to this contract by mutual agreement of the parties.
- B. Aggregated cost of all services added to the contract during the contract term shall not exceed 20% of the total estimated value (cost) of the original contract.
- C. All requests to add additional services to the contract must be submitted by City departments in writing to the Office of Contract Administration, Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by Contractor, for each service.

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**SPECIAL CONDITIONS (Continued)**

- D. All additional services added to the contract shall be approved through issuance of a contract modification.
- E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the excess of these limits shall be bid in accordance with Standard Purchasing Procedures.
- The resulting bid award shall be added to the contract through a contract modification and include Contractor's name and information, complete service description, delivery information and pricing information.
- F. The contract term for the additional services added to the contract after the initial award shall be the remaining term of the existing contract and any extension thereof.

**79. DISPLACED WORKER PROTECTION ACT**

Contractors are hereby notified of the requirements to comply with the Displaced Worker Protection Act (DWPA, Article 33C of the San Francisco Administrative Code). The DWPA applies to any contract (services contract) to be performed with the City and County of San Francisco (City), entered into between City and any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity with 25 or more employees. Employee for the purpose of the DWPA includes any service employee of the contractor or its subcontractor(s) who works at least 15 hours per week and whose primary place of employment is in the City but does not include: 1) managerial, supervisory or confidential employees as defined by the Fair Labor Standards Act; or 2) employees who do not possess or have not maintained a required occupational license.

**For contracts subject to the DWPA, the contractor is under the following obligations:**

Transition Employment Period

- A. Where the contracting City department has given notice that a service contract has been terminated or ended, or where a service contractor has given notice of such termination, upon giving or receiving such notice, as the case may be, the terminated or ending contractor shall, within ten days thereafter, provide to the successor contractor, the name, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the prospective contractor at the time of contract termination (employment information). This provision shall also apply to the subcontractors of the terminated contractor.

If the terminated contractor does not know the identity of the successor contractor, if any, by the time of the contract termination notice, the terminated contractor shall obtain such information from the contracting City department at such time. Where a



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**SPECIAL CONDITIONS (Continued)**

- subcontractor of a service contractor has been terminated prior to the termination of the service contract, the terminated subcontractor shall be deemed a terminated contractor for purposes of the DWPA.
- B. A successor contractor shall retain, for a 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding eight months or longer at the site or sites covered by the contract.
- C. If at any time a successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classifications.
- D. During such 90-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.
- E. Except as provided in subsection (C) of this section, during such 90-day period, the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to the DWPA. Cause for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance, excluding permissible union-related activity.
- F. At the end of such 90-day period, a successor public sector contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to the DWPA. If the employee's performance during such 90-day period is satisfactory, the successor public sector contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the public sector successor contractor (or subcontractor) or as required by law.
- G. Contractors must include a provision in all subcontracts requiring subcontractors to comply with the obligations imposed by the DWPA.

Enforcement

- A. An employee who has been discharged in violation of the DWPA by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded back pay, including the

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**SPECIAL CONDITIONS (Continued)**

value of benefits, for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

1. The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification; or,
  2. The final regular rate received by the employee.
- B. If the employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs as part of the costs recoverable.

Successor's Prior Employees

A successor contractor or subcontractor may replace an employee retained pursuant to the DWPA with a person employed by the contractor or subcontractor continuously for eight months prior to the commencement of the successor service contract or subcontract in a capacity similar to that proposed under the successor service contract or subcontract, but only if the existing employee of the successor contractor or subcontractor would otherwise be laid off work as a result of the award of the successor contract.

**80. ORDERING**

- A. Services to be furnished under this contract shall be ordered by issuance of a Direct Purchase Order by the City departments during the effective period of the contract.
- B. All invoices for payments shall show the Direct Purchase Order Release Number, against the Citywide Blanket Purchase Order assigned by Purchaser, to include the complete description of services and contract pricing.

**81. BILLING**

All invoices must show the Contract Number, Citywide Blanket Purchase Order Number, contract item number, complete description of services performed, contract payment terms and contract price.

City, on services covered by this contract, will honor no minimum service order charges. Contractor must accept and process, without any extra charges, orders for any service as requested by City.

Failure to submit invoices with all the required information, or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when City receives a properly completed invoice containing all the required information. **Note: Invoices must be submitted in triplicate.**

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**SPECIAL CONDITIONS (Continued)**

**82. PAYMENT**

- A. In accordance with the prices quoted in the successful bid and subject to any applicable discount provision contained in said bid, City agrees to pay for all services at said rate. City shall make payments to Contractor in arrears, for services actually performed, throughout the term of the contract.
- B. Invoices submitted by Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by City to Contractor shall be subject to audit by City.

**83. CHANGE OF CONTRACTOR**

Should this contract necessitate a change in contractor, both contractors shall work to a systematic change in collaboration with each City department as required. The newly awarded contractor shall assume the responsibility to supply all services under this contract only after receiving confirmation from City that they have provided all Bond and Insurance requirements.

**84. QUESTIONS / PROTESTS**

Any questions or objections concerning the requirements in this contract proposal must be submitted, in writing, and received by the Office of Contract Administration, Purchasing Division no less than five working days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

**85. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**86. TERMINATION**

In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of Contractor's rights hereunder ended. Termination shall be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor shall be paid for its services under this Agreement, up to the date of termination, that have been performed to the satisfaction of City.

Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that in no

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**SPECIAL CONDITIONS (Continued)**

event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

**87. BID SUBMITTAL INSTRUCTIONS**

Bids **must** be received at the Office of Contract Administration, Purchasing Division, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102, by the time and date indicated on Page 1 of the Contract Proposal. Bids transmitted by Fax or any type of electronic mail will not be accepted.

**Bidders are to return the following documents:**

- A. Page 1 of the Contract Proposal completed and signed
- B. Bid Sheets for items being bid
- C. **All** questionnaires and forms, completed and signed (See "Standard Bid Forms, P-225" attached to this Contract Proposal.)
- D. Bid Security (See Special Condition 67.)

**Bids must be submitted on the enclosed Bid Sheets.** Prices should be clearly written by typewriter or pen and ink.

**To receive full consideration, your bid should be unqualified and unconditional.**

For more information, call:

Darlene Frohm  
Senior Purchaser  
415.554.6257

**End Special Conditions**