

**AWARD**  
**Master Janitorial Contract**  
For the Term June 1, 2013 through May 31, 2016

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**GENERAL CONDITIONS**

- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
  - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of 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.

**51. Prevailing Rate of Wages**

Every contract issued by the City and County of San Francisco for Janitorial Services to be performed at any facility owned or leased by the City and County of San Francisco, where such work is to be done directly under the contract awarded (a "prime contract") must require that any individual performing Janitorial Services thereunder be paid not less than the Prevailing Rate of

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Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which the contract is being performed. This requirement does not apply to non-profit organizations or organizations which employ fewer than 10 employees. The Board of Supervisors shall determine the Prevailing Wage Rate at least once each year. If a contract for Janitorial Services conflicts with an existing Collective Bargaining agreement to which the contractor is a party, the collective bargaining agreement shall prevail. The City has adopted the wage rate agreed to in the Collective Bargaining Agreement between SEICU Local 87 and the San Francisco Building Maintenance Contractors Association as the Prevailing Wage Rate for Janitors.

**51 Left Blank By Agreement of Both Parties**

**52. Left Blank By Agreement of Both Parties**

**53. 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) Forms to each Eligible Employee at each of the following times:
- (1) 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);
  - (2) promptly after any Eligible Employee is hired by Contractor; and
  - (3) 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.

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**54. Limitations on Contributions**

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**55. 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 Contract. 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 contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this Section.

**56. Preservative-Treated Wood Containing Arsenic**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 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, ammonia cal copper zinc arsenate preservative, or ammonia cal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives

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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.

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

**58. Not used**

**59. Nondisclosure of Private Information.**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**60. Left Blank by the Agreement of Both Parties-Graffiti Removal**

**61. Modification of contract.**

This Contract 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 Contract.

**End General Conditions**

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**62. Purpose**

The purpose of this contract is to provide Class A Janitorial Services to various commercial buildings for the City and County of San Francisco. See Appendix A-D.

**63. Mandatory Pre-Bid Conference and Job Site Walk Through**

**Location:** A Mandatory Pre-bid Conference and Job Site Walk-through will be held as follows:  
**1 South Van Ness Ave.**  
**San Francisco, CA**

**Date and Time:** Monday, March 4, 2013 at 9:30 AM

**NOTE:** Please bring a copy of this contract proposal to the Pre-bid Conference.

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:

Daisy Aguallo, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration – Purchasing  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685  
Fax No. : 415-554-6717  
E-Mail Address: [Daisy.Aguallo@sfgov.org](mailto:Daisy.Aguallo@sfgov.org)

Please reference Contract Proposal No. **83681**.

The **Mandatory Pre-bid Conference and Walk-through job site** 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. A sign-in sheet will be available at the meeting. All attendees must sign in to document their attendance.

Immediately following the conference, the bidders will accompany the City staff for a mandatory job site walk-through of all four (4) buildings. The job site walk-through is expected to last approximately 2-3 hours. Failure to attend the job site walk-through may result in rejection of the bid and considered non-responsive. All attendees must sign-in again at each location to confirm their attendance at the job site walk-through.

Any change or addition to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference will be executed by written Contract Addendum. It is the responsibility of the bidder to check for any Contract Addendum, which will be posted on the City's Bids and Contract Website:

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<http://mission.sfgov.org/OCABidPublication>

**64. Scope of Services to be Performed**

Please refer to Appendix A-D

**65. 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 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.

**66. Compliance with Regulations**

The successful contractor, by signing the contract, swears under Penalty of Perjury that no more than one final unappealable findings of contempt of court by a Federal Court has issued against that 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. Contractor's license must not be currently under probation or suspension as set forth by the State of California, Department of Consumer Affairs.

**67. Bidder's Qualifications and Responsibilities.**

A. The City may make such investigation, 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
- (2) Location
- (3) Adequacy of plant facilities
- (4) Sufficient personnel and equipment to properly perform all services called for under the contract.

B. In order to receive consideration, bidder must have sufficient knowledge and experience in the services covered by the contract. Bidder's firm must have a minimum of **five (5) years of established experience** in providing and managing janitorial services for comparable size facilities. The minimum five (5) years of established experience must be continuous service for at least one customer. Bidder must submit with their bid a minimum of **three references** of customers requiring similar volume of services at comparable facilities as specified in this contract.

C. Contractor must be able to demonstrate to the Purchaser's satisfaction their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract, prior to award and at any time during the

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contract term or any extension thereof. Prior to award, within five (5) business days of notification, the successful bidder will be required to submit a breakdown of cost and a written plan outlining their approach to cleaning the facilities.

- 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 departments. As part of this requirement, Contractor must provide, by phone, 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 City during business hours, 8:00 a.m. – 4:00 p.m.
- F. Contractor shall be responsible for producing the usage reports required under General Condition 44 of this document. Failure to provide the required reports may result in application of the Contractor's Default clause 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.
- 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 within the period requested.
- I. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.
- J. 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 City department reserves the right to terminate this contract without any cost to City.
- K. 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.
- L. 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

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for easy identification. All personnel must have a visible company name, logo, badge, etc., on their uniforms.

- M. 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.
- N. Emergency Telephone Number - Contractor shall provide the City 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.
- O. 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 Real Estate Department 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.
- P. 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.
- Q. 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.
- R. 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.
- S. Broken Windows - All windows and glass broken by Contractor will be replaced at their expense.
- T. 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**.



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- U. 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 City departments or his/her representative. Contractor must have on-site supervision for all janitors. Contractor must provide trained staff members when regular staff are absent for any reason.
- V. 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.

**68. 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.

**69. 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.
- 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.

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**70. City Department's Responsibilities**

Department(s) shall designate a representative to interface, monitor and maintain adequate records of all transactions under this contract.

- A. Maintain a document record of all incident reports.
- B. Notify Purchaser in writing of any performance problems.
- C. Review and evaluate annual reports from contractor.
- D. Provide Purchaser advanced written notification of any recommended modifications to the contract, including contract extension.

**71. 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 \$1,000.00 payable to the City and County of San Francisco, to guarantee the filing of Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

**72. Left Blank by the Agreement of Both Parties**

**73. 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 of 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.

**74. Insurance**

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

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
  - (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

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- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
  - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
    - (1) Name as Additional Insured 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 Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
  - c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
  - d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

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
  - 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 Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, 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 or provides that claims investigation or legal defense costs be

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included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

**75. Failure to Execute Contract**

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. 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.

**76. Price**

- A. Janitorial labor costs are to be fixed for the items on the bid sheets for the first twelve months from the award date. For each twelve month period thereafter, prices may be adjusted according to the current wage rate agreed to in the collective Bargaining Agreement between SEIU Local 87 and the San Francisco Building Maintenance Contractors Association as stated in General Condition 51, Prevailing Rate of Wages Required, of this Contract Proposal.
- B. Consumable supply costs shall be fixed for the items on the bid sheets for the first 12 months

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of the contract. Please refer to Special Condition 77. Price Adjustment. Contractor shall be responsible for the cost of all consumables. The Contractor shall include the consumable supply cost in their bid price. Contractor's consumable supply cost should be based upon contractor's cleaning experience with other similar facilities, industry standards and information provided in this contract proposal. If Contractor underestimates the consumable supply cost, the City will not make cost adjustments to Contractor.

- C. Only the bid prices that appear on the City's Contract Proposal Bid Sheets, Appendix E will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Bid price to include all costs (including consumable supplies) chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training. All costs to City shall be included in prices entered on Bid Sheets. All prices must be filled in on the Bid Sheets. No overtime will be paid unless it has been approved in advance by the Real Estate department. All bid pricing (cost breakdown) for each bid item must be available for review by the City prior to contract award and/or during the contract period.

**77. Price Adjustment**

**Labor**

Price adjustments requested by Contractor, after the first twelve (12) months of the contract term are subject to the same terms (conditions) stated in General Condition 51, Prevailing Rate of Wages Required. It shall be the Contractor's responsibility to request price adjustments in writing to the Purchaser and to provide a copy of the prevailing wage agreement, adopted by the Board of Supervisors, showing the amount of the increase/decrease and the effective date to Purchaser to support any increases, and any other documentation requested by the City.

For more information regarding Prevailing Rate of Wages, Janitorial Collective Bargaining Agreement, SEIU Local 87, please visit. <http://sfgsa.org/index.aspx?page=394>

**Consumables Supplies**

- A. Consumable supply prices (specialty cleaning and sanitation products) may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions, upon written approval of the Purchaser.
- B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered.
- C. Such adjustments shall be equal to the percentage change (increase or decrease) of the base index indicated below, from the bid due date to the three-year anniversary of Bid Due Date.
- D. Requests for price increases under this contract for "Specialty Cleaning and Sanitation

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Products” must be supported by the following Producer Price Index (PPI) “Industry” Data as published by the U.S. Department of Labor, Bureau of Labor Statistics:

Series ID: PCU32561232561254  
 Industry: Polish and Other Sanitation Good Mfg.  
 Product: Specialty Cleaning and Sanitation Products  
 Base date: 198906  
 Website: [www.bls.gov/data/](http://www.bls.gov/data/)

E. It shall be Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to, all applicable product indices, Contractor’s price calculation work sheets and other direct costs to substantiate Contractor’s request for price increases. The most current 12 month average [dollars spent] will be use as the monthly average. Price increase requests will not be granted retroactively for past years or years in which Contractor failed to request an increase.

F. Example of Price Adjustment Calculation:

PPI Group	Contractor’s Bid Price	Index on Bid Due Date	Index at 36 Months	Change in Index	Percent Change in Index	Adjusted Price
Widgets	\$250	127.8	130.8	3.0	2.35%	\$255.88

$$(\text{Index at 24 Months}) - (\text{Index on Bid Due Date}) = \text{Change in Index}$$

$$130.8 - 127.8 = 3.0$$

$$(\text{Change in Index} / \text{Index on Bid Due Date}) = \text{Percent Change in Index}$$

$$3.0 / 127.80 = 2.35\%$$

$$(\text{Percent Change in Index}) \times (\text{Contractor’s Bid Price}) + (\text{Contractor’s Bid Price}) = \text{Adjusted Price}$$

$$(.0235 \times \$250) + \$ 250 = \$ 255.88 \text{ Adjusted Price}$$

G. Subsequent rate adjustments will be administered on the anniversary date of the contract and will be equal to the percentage rate increase or decrease of the PPI for “Specialty Cleaning and Sanitation Products.” If the PPI Index is permanently discontinued, the City and contractor will agree on a successor index. This price adjustment clause shall apply to all extension(s) of the contract term.

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**78. Bid Price Evaluation**

Evaluated bid price will be based on adding the extended prices for a total annual cost listed in the calculation of charges (Bid Sheets) (Appendix E-H).

The bid price will be evaluated based on the estimated quantity multiplied by the bid price per specified unit and less any applicable LBE preference (see General Conditions 33 through 35) all prices must be filled in the Bid Sheets. Failure to do so will deem this bid non-responsive and will result in the rejection of the bid.

Purchasing will attempt to evaluate this contract proposal within thirty (30) days after receipt of bid(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

**79. Award**

Award will be made to the lowest priced most responsive and responsible bidder in the aggregate per building as noted on the Bid Sheets, Appendix E-H. 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

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.

**80. Awarded Services**

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 contract for the required service from any source and in the manner as determined by Purchasing. 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 12.

**81. Additional Services**

- a. If, in the satisfaction of governmental interests, it is necessary to purchase additional services from Contractor, additional services may be added to this contract by mutual agreement of the parties.

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- 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 (Purchasing). All requests must include complete scope of work, estimated quantities for the remainder of the contract period and a price quotation provided by Contractor, for each service.
- d. All additional services added to the contract shall be approved through issuance of a contract modification, executed and signed by Purchasing and Contractor.
- 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 amount over 20%, or \$50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete item 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.

**82. Displaced Worker Protection Act**

If contract is for more than \$25,000 and for at least a 3-month term, employees must work at least 15 hours per week. Contractors are hereby notified of the requirements to comply with the Displaced Worker Protection Act (DWPA, Article 33C of the San Francisco Police 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. 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



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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 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 value of benefits, for each day

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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.

**83. Prop J Approval**

This contract is subject to the requirements of City Charter Section 10.104-15. Approval by the Controller and the Board of Supervisors will be required for each year through the term of this contract. Should the Controller determine that the requirements of City Charter Section 10.104-15 (that contractual services can be performed at a lower cost than if services were performed by City employees) have not been met, City reserves the right to terminate this contract.

**84. Ordering**

Services to be furnished under this Contract shall be ordered by issuance of a Direct Purchase Order through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract. 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.

**85. 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

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when City receives a properly completed invoice containing all the required information. Note: Invoices must be submitted in triplicate.

**86. Payment**

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. 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.

**87. Left Blank in Agreement of Both Parties**

**88. 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. Both contractors shall enter into an Assignment and Assumption Agreement.

**89. Environment Code Chapter 5, Resource Conservation Ordinance**

This bid is for janitorial services, and the City owns or leases at least 50% of the building. Pursuant to Environment Code Chapter 5, Contractor agrees to collect all recyclable and compostable materials and place them at a central location designated by City for pickup by waste haulers.

**90. Green Janitorial Services Requirements**

**A. Purpose Statement**

Each interested bidder is requested to provide ENVIRONMENTALLY PREFERABLE JANITORIAL CLEANING SERVICES and to comply with the requirements outlined in the below to the City property located at various Commercial buildings. The primary user of any contract issued as a result of this will be the Real Estate Department.

The City's purposes for pursuing an environmentally preferable janitorial cleaning services contract are:

- To minimize the total environmental impact of cleaning activities, including the impact of product manufacturing and disposal processes;
- To maximize health benefits for building occupants, building users, and custodial workers;
- To comply with the Environmentally Preferable Purchasing Ordinance - SF Environment Code, Chapter 2.

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- To comply with the Resource Conservation Ordinance - SF Environment Code Chapter 5.
- To comply with the Mandatory Recycling and Composting Ordinance, Environment Code, Chapter 19.

**B. Green Consumable Supplies**

Contractor shall strive to provide the most environmentally friendly consumable supplies possible. Consumable supplies listed below shall meet the following specifications:

1. **Plastic trash liners/bags:** shall be in compliance with California Public Resources Code section 42290, the recycled content trash bag mandate.
2. **Compostable plastic bags:** Used for lining composting containers only. All products must be certified compostable by the Biodegradable Products Institute (BPI), Din Certco AIB Vinçotte Inter (Belgium), Japan Bioplastics Association or Australian Environmental Labeling Association proving that the finished product meets ASTM D6400, ISO 17088, DIN EN 13432, or AS 4736-2006 standards of compostability. Bags must also be clearly labeled as "compostable" with green lettering and readily distinguishable from any non-compostable plastic products for both users as well as for those handling the products once they are discarded. "Biodegradable", "degradable" or "oxy degradable" bags will not be accepted.
3. **Cleaning products** must be from <http://www.sfapproved.org/87-cleaners/> or meet the specifications below:
  - i. General purpose, glass, bathroom tub and tile cleaners, and cleaner/degreasers must be certified under Green Seal GS-37.
  - ii. Carpet and upholstery cleaners must be certified under: Environmental Choice CCD-148 –OR—Green Seal GS-37 (2008 version or later)
  - iii. Hard floor care systems must be certified under Environmental Choice CCD-147 (Hard Floor Care Products) – OR Green Seal 40 (Industrial and Institutional Floor Care Products)
  - iv. Drain or grease trap additives, odor control products, or digestion additives for cleaning and odor control must be certified under Environmental Choice CCD-112 for digestion additives for cleaning and odor control, CCD-113 for drain or grease trap additives, CCD-115 for odor control additives
  - v. Disinfectants must be hydrogen-peroxide based, not contain asthma-causing chemicals, have no alkyl phenol ethoxylates (APEs, which break down into toxic byproducts), be readily biodegradable, have packaging that prevents users from becoming exposed to concentrated chemicals.
  - vi. Metal cleaners must not be aerosol or contain perchloroethylene (carcinogen), n-methyl pyrrolidone (NMP), hexane, butoxyethanol, and light petroleum distillates (light naphtha).
  - vii. Graffiti Removers must not contain methylene chloride & trichloroethylene (probable carcinogens) or perchloroethylene (carcinogen).

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**C. Reduction of Exposure to Chemicals**

The Department seeks to reduce the exposure of building occupants, workers, and the public to chemical cleaning products.

1. Whenever feasible, automatic dilution systems shall be used in conjunction with concentrated, institutional grade chemical cleaning products. Whenever manual dilution systems are utilized proper dilution of chemical cleaning products according to the manufacture's specifications shall be used.
2. Microfiber mops and cloths will be employed whenever possible.
3. The use of disinfectants will be restricted to only the highest priority infection control applications.
4. The use of floor strippers shall be minimized by stripping on an as-needed basis, instead of a calendar basis, and in any event no more frequently than once per year. Stripping floors shall be scheduled on nights, weekends or during vacation periods whenever possible.

**D. Pest Management**

Notification of pest problems - Contractor staff must notify building manager of any pest problems observed by either contacting the manager directly or noting the problem on pest log sheets provided by the manager.

**E. Recycling, Composting and Landfill Refuse Collection**

Contractor must comply with the Mandatory Recycling and Composting Ordinance by doing the following:

1. Contractor must consolidate refuse designated as recyclable, compostable and trash into the designated containers at the point of collection by the refuse hauler. Contractor may not mix recyclables, compostables or trash, or deposit refuse of one type in a collection container designated for another type,
2. Contractor must empty compostable material at least once per operating day and all containers frequently enough to prevent odors and pest problems, as well as ensure that bins do not overflow.
3. Contractor must dispose of janitorial product wastes according to City approved procedures, for example, by placing empty plastic janitorial cleaning bottles in the recycling bins and not in the trash.
4. Contractor must safely dispose/recycle things illegal to put in trash (automotive products, batteries, chemicals, electronics, mercury containing lighting, paints). Contractor must collect and properly dispose of or recycle of all hazardous items according to City approved procedures. Used lamps/light bulbs must be handled

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properly to avoid breakage. Hazardous items must be placed in the designated collection area for pickup. It is against state law to place these in the trash.

**91. Entire Agreement**

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

**92. Questions**

Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by OCA no less than five business 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.

**93. Bid Submittal Instructions**

Bids **must** be received at the Office of Contract Administration – Purchasing, 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.

**Return the required documents, which include:**

- Page 1 of the Contract Proposal completed and signed
- Bid Sheet(s) for items being bid, Appendix E-H
- All questionnaires and forms, completed and signed, including bid addendum or change notice receipts, if applicable. (See “Standard Bid Forms, P-225” attached to this Contract Proposal.)
- \$1,000.00 Bid Security, if required (See Special Condition 69.)
- Bidders shall mail bid in an envelope clearly marked with the bid number and due date in the lower left corner.
- References as required in item 67, Bidder’s Qualifications and Responsibilities.

**Bids must be submitted on the enclosed Bid Sheet(s), Appendix E-H.** Prices should be clearly written by typewriter or pen and ink.

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

For more information, call:

Senior Purchaser, Daisy Aguallo (415) 554-6714

**End of Special Conditions**