



Finance Department
General Services Division

**REQUEST FOR PROPOSALS (RFP)
Specification No. 08-10299-C
FOR
CITY-WIDE JANITORIAL SERVICES FOR VARIOUS FACILITIES
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for janitorial services for the City of Berkeley's Health and Human Services Mental Health Facilities, Public Safety Building, three Senior Centers, 1947 Center Street and five Recreation Centers. All are in various locations within the City of Berkeley. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration. **A mandatory walk through of each site is required (details on page 3).**

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, March 25, 2008.** All responses must be in a sealed envelope and have "CITY-WIDE JANITORIAL SERVICES" and **Specification No. 08-10299-C** clearly marked on the outer most mailing envelope. Please submit one original and (4) four copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

Attendance at Pre-Bid Conference/Site Visit's is mandatory for each Scope of Work. In order for the city to consider a Proposal, the Contractor will need to have attended each site's mandatory Pre-Bid Conference (page 3). There are three separate Scopes of Work (SOW), see pages 5-17 for details. A Sign-In sheet will be provided and a representative from each proposed Contractor must sign-in to verify attendance.

All questions concerning the anticipated work must be submitted no later than **Tuesday, March 18, 2008**. For Scope of Work #1, please contact Manuel Hector, Health Administrative Financial Specialist, via email at mhector@ci.berkeley.ca.us. Questions concerning Scope of Work #2, please contact Stan Norton, Facilities Maintenance Superintendent, via email at snorton@ci.berkeley.ca.us, and for questions concerning Scope of Work #3, please contact Philip L. Harper-Cotton, Youth Services Coordinator, via email at pharper-cotton@ci.berkeley.ca.us. It is the vendor's responsibility to check for answers to questions or any addenda on the City of Berkeley's website at <http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=7128>. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Sharon Thygesen
General Services Manager

*******PLEASE NOTE: CALIFORNIA LABOR CODE § 1061 NOTIFICATION OF TERMINATION IDENTIFYING SUCCESSOR CONTRACTOR RETENTION OF EMPLOYEES OF TERMINATED CONTRACTOR APPLIES TO THIS RFP*******

I. SUMMARY

The City Of Berkeley is soliciting proposals for a Citywide contract for Professional Janitorial Services. It is the intention of the City to enter into one City-wide contract. The initial Term of the Contract will be three years (beginning July 1, 2008) with the option to extend for two additional 12 month periods providing the contractor meets the City's requirement. The contract will include three (3) separate Scope of Works, three (3) separate Project Managers **and must be bid as such.**

A mandatory walk through for each Scope of Work (SOW) will be conducted on the following dates:

SOW #1 – Health & Human Services - Mental Health Facilities

Wednesday, February 27, 2008 at 8:00AM

Meet at the Adult Clinic (2640 & 2636 MLK Way, then proceed to the FYC Program (3282 Adeline Street), and ending at the Sather Gate office (2433 Channing Way). Respective bidders are to meet promptly at 8:00AM.

SOW #2 Public Works -- Public Safety Building, Senior Centers, and 1947 Center Street

Thursday, February 21, 2008 – 9:00 AM

Meet in the Lobby of 1947 Center Street, Berkeley, CA 94704 promptly at 9:00 AM.

SOW #3 Parks, Recreation and Waterfront- five Recreation Centers

Monday, February 25, 2008 at 10:00AM and

Tuesday, February 26, 2008 at 1:00 PM

Meet promptly at the times stated above at the Martin Luther King Youth Center at 1730 Oregon St. Berkeley, CA

PLEASE BE MINDFUL THAT EACH SCOPE OF WORK HAS DIFFERENT REQUIREMENTS AND YOUR PRICING SHOULD BE BASED ON THOSE SPECIFIC REQUIREMENTS FOR EACH SPECIFIC SCOPE OF WORK.

II. TERM OF CONTRACT

The initial Contract will begin on July 1, 2008, and run through June 30, 2011, with the option to extend the contract for two additional 12 month periods providing (a) the work of the Contractor meets the City's requirement (b) that the contract prices remain the same, or if the contract prices are increased, they will be increased by a percentage not exceeding the percentage of increase in the Consumer's Price Index and (c) that any increases after the first option is exercised are justified in writing by the contractor. Should the City decide to extend the contract by one or up to two additional twelve-month durations, the City will issue written notice to that effect prior to the start of each additional 12-month term.

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

2. Client References:

Provide a minimum of five (5) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all-inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

If contract prices are increased they may be increased by a percentage not exceeding the percentage of increase in the Bay Area Consumer Price Index. Include prices for years 1-3 and the additional two 12 month periods in the tables provided (pages 18-21). Keep in mind that the Living Wage requirement by the City is adjusted each June 30th.

Prices for additional one time service requests will be established in 2008 and will remain the same for the life of the contract.

4. Please indicate the janitorial labor union local, if any, to which you are affiliated.

5. Contract Terminations:

If your organization has had a contract terminated in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

- A. References: 25%
- B. Costs: 50%
- C. Qualifications: 25%

(Include the number of years you have been in business, financial stability of company, employee turn around rate, employee training program, and safety record)

A selection panel will be convened of City staff for each Scope of Work within the department requesting the Janitorial Services. After each department has evaluated the proposals the departments will come together to discuss its selection. The City may choose two or three vendors to call back for an interview for clarification and depending on the responses.

PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number (number to be provided when assigned). Each Scope of Services to be billed separately and have the Project Manager’s name on the invoice

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701

Payments: The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice assuming all charges have been approved by the Project Manager.

V. THREE SEPARATE SCOPES OF WORK

SEE FOLLOWING SCOPES OF WORK #1, #2, AND #3

SCOPE OF WORK #1
MENTAL HEALTH FACILITIES

SUMMARY

Provide janitorial services that will include routine cleaning and specified building maintenance services for the subject buildings according to the schedule of services described herein. **Note: All Contractor employees must have “Background” checks according to City of Berkeley’s Specifications.**

DESCRIPTION OF AREAS OF WORK

Service Area Required-three (3) entire buildings and separate office space at 4th location

The following information is offered for the use of the Contractor. The City does not guarantee the accuracy of the figures. It is the Contractor’s sole responsibility to become familiar with the buildings and facilities:

Location	Floor Area of building (approximate)
2640 MLK Jr. Way	5,500 sq/ft
2636 MLK Jr. Way	2,600 sq/ft
3282 Adeline St.	3,700 sq/ft *
2433 Channing Way	1,100 sq/ft
 Total	 12,900 sq/ft.

* Note: pending approval and completion of site expansion, this facility total square footage will increase by an **additional** 2,300 sq. ft. Expansion is tentatively scheduled for August 2008

A. ADDITIONAL SCOPE OF WORK

Contractor shall provide all labor, transportation, materials and equipment to perform all of the janitorial and certain maintenance services described in this specification, to the satisfaction of the Department of Health and Human Services, and additional services of the same general nature as may be specifically requested by the City. Additional services shall be performed at a mutually agreed upon hourly rate prior to the commencement of the work. The Contractor will provide all of the janitorial supplies necessary to fulfill the obligations of the Contract work. Environmentally Preferable Cleaning Products must be provided under this services contract.

B. SUPERVISION OF WORK

Contractor shall conduct regular systematic inspection of his/her work crew, and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this Contract. Contractor shall notify the Project Manager or other designated person by phone or letter to note special comments on janitorial needs.

C. INSPECTION OF WORK

The Project Manager or other designated person shall periodically inspect the work done by the Contractor and will notify the Contractor of any discrepancies, or unsatisfactory work performed by the Contractor. The Contractor shall correct such unsatisfactory work at once as directed by the Project Manager or other designated person. Failure to correct unsatisfactory work within a ten (10) working days after written notification to correct such work may be grounds for termination of this Contract.

D. SCHEDULING OF WORK

The Contractor shall provide janitorial services Monday through Friday, not including recognized City holidays. The Contractor shall schedule his/her work so as not to interfere with operation of the various mental health facilities. The 3282 Adeline facility may be open in the evenings and scheduling of janitorial operations must accommodate this schedule, as well as any planned special events at all locations. The janitorial company will receive notification 24 hours in advance of any special event requiring special scheduling accommodation. Special attention to scheduling the janitorial services is required concerning the meeting room areas. The Contractor will be required to schedule the work between, the hours of 6:00 P.M. and 8:00 A.M except for exceptions as noted above.

E. SUPPLIES AND EQUIPMENT

The Contractor shall furnish all of the janitorial equipment as necessary to properly perform the work described in this scope. The equipment shall include, but not be limited to mops, dusting cloths, vacuum cleaners, brushes, buckets, wax machines, steam cleaning equipment, and similar items.

The Contractor will furnish all cleaning supplies including but not limited to polishes, detergents, window cleaner, disinfectants, wax, shampoo, paper towels, toilet tissue, plastic liners, toilet seat covers, hand soap and similar items. Cleaning supplies to be purchased by Contractor are to be pre-approved as Environmentally Safe.

F. SERVICES TO BE PROVIDED

Regular Daily Services

-Contractor shall furnish a crew of reliable and experienced janitors to perform janitorial services to accomplish the following janitorial and building maintenance services at the building described in this specification.

-Contractor shall leave a voicemail message for the Mental Health Division Facilities Manager, within 24 hours identifying any problems (i.e., defective plumbing fixtures, electrical problems, burned-out lights and breakage or damage to bulbs.

-Turn out all lights except those required and designated to be left on. Lock and secure all exterior doors, close all windows, and set automatic alarm systems on completion of the janitorial service as instructed by the Project Manager or designated representative.

Day Porter – Daily at 2640 MLK facility only

Day Porter shall work at BMH, 2640 MLK facility for 1 ½ hours per day, 5 days a week, except for holidays as noted in this contract. Day porter duties will include, but are not limited to:

- Checking and cleaning all lavatories as needed
- Checking and sweeping entrance and immediate grounds of facility as needed
- Checking and cleaning waiting room as needed
- Spot cleaning carpet if necessary

Restrooms – Daily

-All urinals, toilets and lavatories must be thoroughly cleaned with a solution containing a commercial grade, approved disinfectant and sprayed with an approved germicide to kill surface germs.

- All lavatory room floors must be damp mopped with germicidal solution
- All walls around sinks, urinals and toilets must be cleaned
- All mirrors must be cleaned with an ammoniated glass cleaner
- All chrome faucets must be polished
- All waste receptacles must be emptied and sanitized, contents disposed of, and plastic liners replaced
- Empty sanitary napkin containers
- All paper towel dispensers and soap dispensers filled
- Refill toilet tissue, seat covers and feminine products

Restrooms – Weekly

- Pour clean water in floor drains to prevent sewer gases

Offices, Clerical Areas, Meeting Rooms, Hallways, and Other Areas -Daily

- All hard wood floors shall be cleaned - swept/dust mopped
- All waste receptacles shall be emptied, debris shall be disposed of, and plastic liners replaced
- Empty recycle containers and place debris in designated bins
- All carpets to be vacuumed and stains spot cleaned
- All desks, tables, cabinets, shelves and other furniture shall be dusted and cleaned
- Entrance doors, door jams and surrounding glass shall be cleaned of fingerprints, smudges, streaks, and other marks.
- Clean and polish drinking fountain in waiting area
- Check all windows and secure
- Check all doors and secure
- Set alarm (unless building is occupied by staff)

Lunch Room - Daily

- All wastebaskets must be emptied, contents disposed of, and plastic liners replaced
- All floors must be cleaned by mopping and/or vacuuming
- Disconnect coffeepots and turn off burners
- All tabletops, sinks, counter tops, and outside of refrigerators must be cleaned with commercial grade approved sanitizing cleanser

Outside Area - Daily

- Porches and steps to be swept and paper and debris shall be removed including front and back of building

Regular Weekly Services

- Windows ledges shall be cleaned

- Polish or spray buff all hard floors

- Roll recycling bins and garbage cans to appropriate curb site on designated days

- Spot clean walls

- Cobwebs removed

Regular Monthly Services

- Mini-blinds shall be cleaned and wiped

Semi-Annual Services

- Carpet cleaning/shampooing

- Hard wood service (strip/wax, seal)

- Window cleaning inside and outside

Additional Service Requests

- Special/emergency services, as needed, at an agreed upon cost

- Addition or reduction of service areas

SCOPE OF WORK #2
1947 CENTER STREET, 3 SENIOR CENTERS, AND PUBLIC SAFETY BUILDING.

SUMMARY

Provide janitorial services that will include routine cleaning and specified building maintenance services for the subject buildings according to the schedule of services described herein. **Note: All Contractor employees must have “Background” checks according to City of Berkeley’s Specifications.**

Specific janitorial requirements for each of the facility/areas are listed below in locations 1, 2 and 3.

SPECIFIC REQUIREMENTS FOR EACH OF THESE AREAS:

LOCATION 1

1947 Center Street

Service Area Required---Entire Building-Est. 90,000 sq ft

A. Scheduling of Work

The Contractor shall provide janitorial services Monday through Friday, not including recognized City holidays. The Contractor shall schedule his/her work so as not to interfere with the operation of any of the tenants of the building. The contract shall be required to schedule the work between the hours of 6:00 P.M. and 6:00 A.M.

B. Scope of Work

Contractor shall provide all labor, transportation and equipment to perform all of the janitorial and certain maintenance services described in this specification to the satisfaction of the Public Works Department Facilities Division. The City may request additional services of the same or similar nature. Additional services shall be

performed at a mutually agreed upon hourly rate prior to the commencement of the work. The City will provide all of the janitorial supplies necessary to fulfill the obligations of the contract work.

C. Supervision of Work

Contractor shall conduct regular systematic inspection of his/her work crew, and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this contract. Contractor shall notify the Facilities Superintendent or other designated person by phone or letter to note special comments on janitorial needs.

D. Inspection of Work

The Facilities Superintendent or other designated person shall periodically inspect the work done by Contractor and will notify the Contractor of any discrepancies, or unsatisfactory work performed by the Contractor. The Contractor shall correct such unsatisfactory work at once as directed by the Facilities Superintendent or other designated person. Failure to correct unsatisfactory work within ten (10) working days after written notification to correct such work may be grounds for termination of this contract.

E. Supplies and Equipment

The Contractor shall furnish all of the janitorial equipment as necessary to properly perform the work described in each location. The equipment shall include but not be limited to mops, dusting cloths, vacuum cleaners, brushes, buckets, wax machines, steam cleaning equipment, and similar items.

The City will furnish all cleaning supplies including but not limited to polishes, detergents, scouring powders, window cleaner, disinfectants, wax, shampoo and similar items.

The City will furnish all “dry good” supplies including but not limited to paper towels, toilet tissue, plastic liners, toilet seat covers, hand soap and similar items.

F. Services to be Provided

Below is the required schedule for servicing the building and restrooms-

Daily Services

1. Sweep, dust mop, and mop all hard floors
2. Vacuum all carpets
3. Empty all receptacles and replace trash liners, as necessary
4. Empty recycle bins
5. Clean all glass removing “smudges and streaks”
6. Clean and polish drinking fountains
7. Sanitize eating surfaces in all lunchrooms
8. Sweep and/or vacuum stairwells
9. Sweep entrance porches and walkways
10. Reposition furniture back to its intended location
11. Secure all doors and windows
12. Clean all front door glass surfaces
13. Mop & vacuum lobby and elevators

Weekly Services

1. Spot clean stains and vacuum all carpeted areas thoroughly
2. Polish or spray-buff all hard floors
3. Dust baseboards, ledges, and windowsills
4. Dust all desks, chairs, counters, shelves, bookcases, and file cabinets
5. Spot clean painted walls and partitions
6. Sweep all stairwells
7. Polish all brass rails

Monthly Services:

1. Dust high areas including doors and frames, partition tops, and HVAC registers
2. Dust window blinds

Daily Restroom Services:

1. Empty and sanitize waste receptacles and replace trash liners
2. Empty sanitary napkin containers
3. Clean Mirrors
4. Clean and disinfect sinks, toilet bowls, and urinals
5. Spot clean tile, walls, and partitions
6. Spot clean walls around sinks
7. Mop floors with a disinfectant solution approved by the City of Berkeley
8. Refill soap dispensers, as necessary
9. Refill paper towels, toilet tissue, seat covers, and feminine products

Weekly Restroom Services:

1. Wash/polish walls and toilet partitions
2. Pour clean water in floor drains to prevent sewer gasses
3. Thoroughly scrub floors and baseboards

Additional Service Requests:

1. Window cleaning inside and outside
2. Carpet cleaning/shampooing
3. Hard wood service (strip, wax, seal)
4. Addition or reduction of service areas

LOCATION 2

Senior Centers

Service Area Required--the entire buildings noted below

Janitorial services are to be provided for the City's Senior Centers. The facility locations and their respective approximate gross square footages are as follows:

North Berkeley Senior Center
1901 Hearst Street
20,880 square feet

South Berkeley Senior Center
2939 Ellis Street
17,160 square feet

West Berkeley Senior Center
1900 Sixth Street
10,245 square feet

Description of Areas of Work

Scheduling of Work

The Contractor shall provide janitorial services Monday through Friday, not including recognized City holidays. The Contractor shall schedule his/her work so as not to interfere with the operation of any of the tenants of the building. The contract shall be required to schedule the work between the hours of 6:00 P.M. and 6:00 A.M.

Scope of Work

Contractor shall provide all labor, transportation and equipment to perform all of the janitorial and certain maintenance services described in this specification to the satisfaction of the Public Works Department Facilities Division, and additional services of the same general nature as may be specifically requested by the City.

Additional services shall be performed at a mutually agreed upon hourly rate prior to the commencement of the work. The City will provide all of the janitorial supplies necessary to fulfill the obligations of the contract work.

Supervision of Work

Contractor shall conduct regular systematic inspection of his/her work crew, and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this contract. Contractor shall notify the Facilities Superintendent or other designated person by phone or letter to note special comments on janitorial needs.

Inspection of Work

The Facilities Superintendent or other designated person shall periodically inspect the work done by Contractor and will notify the Contractor of any discrepancies, or unsatisfactory work performed by the Contractor. The Contractor shall correct such unsatisfactory work at once as directed by the Facilities Superintendent or other designated person. Failure to correct unsatisfactory work within ten (10) working days after written notification to correct such work may be grounds for termination of this contract.

Supplies and Equipment

The Contractor shall furnish all of the janitorial equipment as necessary to properly perform the work described in each location. The equipment shall include but not be limited to mops, dusting cloths, vacuum cleaners, brushes, buckets, wax machines, steam cleaning equipment, and similar items.

The City will furnish all cleaning supplies including but not limited to polishes, detergents, scouring powders, window cleaner, disinfectants, wax, shampoo and similar items.

The City will furnish all "dry good" supplies including but not limited to paper towels, toilet tissue, plastic liners, toilet seat covers, hand soap and similar items.

Services to be Provided

Below is the required schedule for servicing the building and restrooms-

Daily Services

- Sweep, dust mop, and mop all hard floors
- Vacuum all carpets
- Empty all receptacles and replace trash liners, as necessary
- Empty recycle bins
- Clean all glass removing "smudges and streaks"
- Clean and polish drinking fountains
- Sanitize eating surfaces in all lunchrooms
- Sweep and/or vacuum stairwells
- Sweep entrance porches and walkways
- Reposition furniture back to its intended location
- Secure all doors and windows
- Clean all front door glass surfaces
- Mop & vacuum lobby and elevators

Weekly Services

- Spot clean stains and vacuum all carpeted areas thoroughly
- Polish or spray-buff all hard floors
- Dust baseboards, ledges, and windowsills
- Dust all desks, chairs, counters, shelves, bookcases, and file cabinets
- Spot clean painted walls and partitions
- Polish all brass rails

Monthly Services:

- Dust high areas including doors and frames, partition tops, and HVAC registers.

-Dust window blinds

Daily Restroom Services:

- Empty and sanitize waste receptacles and replace trash liners
- Empty sanitary napkin containers
- Clean Mirrors
- Clean and disinfect sinks, toilet bowls, and urinals
- Spot clean tile, walls, and partitions
- Spot clean walls around sinks
- Mop floors with a disinfectant solution approved by the City of Berkeley
- Refill soap dispensers, as necessary
- Refill paper towels, toilet tissue, seat covers, and feminine products

Weekly Restroom Services:

- Wash/polish walls and toilet partitions
- Pour clean water in floor drains to prevent sewer gasses
- Thoroughly scrub floors and baseboards

Semi-annual Floor Service:

- Carpet cleaning/shampooing
- VCT floor service (strip, wax, seal)

Additional Service Requests:

- Window cleaning inside and outside.
- Addition or reduction of service areas.

LOCATION 3

Public Safety Building at 2100 Martin Luther King St. Berkeley, CA

Janitorial services are to be provided for the Public Safety Building. The facility locations and their respective approximate gross square footages are as follows:

Service area required; the entire buildings noted below

Basement	14,408 square feet
1 st Floor	23,159 square feet
2 nd Floor	22,289 square feet

Total approximate square footage is 59,856 square feet.

The above-noted information is offered for the use of the Contractor. The City does not guarantee the accuracy of the figures. It is the Contractor's sole responsibility to become familiar with the building.

Scope of Work

Contractor shall provide all labor, transportation and equipment to perform all of the janitorial and certain maintenance services described in this specification to the satisfaction of the Public Works Department Facilities Division, and additional services of the same general nature as may be specifically requested by the City. Additional services shall be performed at a mutually agreed upon hourly rate prior to the commencement of the work. The City will provide all of the janitorial supplies necessary to fulfill the obligations of the contract work.

Supervision of Work

Contractor shall conduct regular systematic inspection of his/her work crew, and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this Contract. Contractor shall notify the Facilities Maintenance Superintendent or other designated person by phone or letter to note special comments on janitorial needs.

Inspection of Work

The Facilities Superintendent or other designated person shall periodically inspect the work done by the Contractor and will notify the Contractor of any discrepancies, or unsatisfactory work performed by the Contractor. The Contractor shall correct such unsatisfactory work at once as directed by the Facilities Maintenance Superintendent or other designated person. Failure to correct unsatisfactory work within ten (10) working days after written notification to correct such work may be grounds for termination of this Contract.

Scheduling of Work

The Public Safety Building has areas that are twenty-four-hour-a-day, seven days a week operation and requires service every day of the week. Janitorial services are to be provided seven (7) days a week. Hours of janitorial services are to be determined by the City's Facilities Maintenance Superintendent according to the needs of the Public Safety staff.

Supplies and Equipment

The Contractor shall furnish all of the janitorial equipment as necessary to properly perform the work described in each location. The equipment shall include but not be limited to mops, dusting cloths, vacuum cleaners, brushes, buckets, wax machines, steam cleaning equipment, and similar items.

The City will furnish all cleaning supplies including but not limited to polishes, detergents, scouring powders, window cleaner, disinfectants, wax, shampoo and similar items.

The City will furnish all "dry good" supplies including but not limited to paper towels, toilet tissue, plastic liners, toilet seat covers, hand soap and similar items.

Services to be Provided

A. Below is the required schedule for servicing the building seven (7) days a week:

Public Entrances & 2nd Floor Lobby Areas (7 days a week)

- Clean glass at reception desk
- Clean and polish reception counter
- Clean and polish public pay phones
- Sweep, dust mop, and damp mop entrance floors
- Clean glass entrance doors and frames

Communication Center (7 days a week)

Normal cleaning practices according to Communication Center Management (CCM)

Schedule of time to service will be set by CCM.

-Rest Room's on the 2nd Floor noted as Room Nos. 2140 and 2141 are to be serviced as noted in Section VIII (2) for Daily Rest Room Service.

Detention Center (Jail) (7 days a week)

Service procedure to be determined by Detention Center Management (Police Dept.)

Normal cleaning and stocking practices should be followed including but not limited to:

-Sweeping, dusting, dust mopping, damp mopping (disinfecting) floors, cleaning glass, and cleaning, polishing stainless steel toilets, sinks, refrigerators, benches and tables.

Elevators (7 days a week)

- Clean and polish all stainless steel
- Damp Mop
- Vacuum
- Dust interior

Exercise Room (7 days a week)

- Clean and polish all mirrors
- Wipe-down all equipment cushions with mild disinfectant
- Damp Mop floor with disinfectant

Locker Room (7 days a week)

Normal restroom cleaning/sanitizing and stocking procedures should be followed. See Daily Rest Room Service (5 days a week-Monday thru Friday)

- Wipe down and disinfect shower stalls and doors.

B. General Janitorial Services specifically for the Public Safety Building include:

Daily Services (5 days a week)

- Sweep, dust mop, and mop all hard floors
- Vacuum all carpets
- Empty all receptacles and replace trash liners, as necessary
- Empty recycle bins
- Clean entrance door and surrounding glass removing "smudges and streaks"
- Clean all glass removing "smudges and streaks"
- Clean and polish drinking fountains
- Mop lunch room/break room floors, empty trash containers and replace can liners; sanitize counter and eating surfaces in all lunchrooms
- Sweep and/or vacuum stairwells
- Sweep entrance porches and walkways
- Reposition furniture back to its intended location
- Secure all doors and windows
- Mop & vacuum lobby and elevators

Weekly Services

- Spot clean stains and vacuum all carpeted areas thoroughly
- Polish or spray-buff all hard floors
- Dust baseboards, ledges, and windowsills
- Dust all desks, chairs, counters, shelves, bookcases, and file cabinets
- Spot clean painted walls and partitions

Daily Restroom Services (5 days a week – Monday thru Friday)

- Empty and sanitize waste receptacles and replace trash liners
- Empty sanitary napkin containers
- Clean Mirrors
- Clean and disinfect sinks, toilet bowls, and urinals
- Spot clean tile, walls, and partitions
- Spot clean walls around sinks
- Mop floors with a disinfectant solution approved by the City of Berkeley
- Refill soap dispensers, as necessary
- Refill paper towels, toilet tissue, seat covers, and feminine products

Weekly Restroom Services:

- Wash/polish walls and toilet partitions
- Pour clean water in floor drains to prevent sewer gasses
- Thoroughly scrub floors and baseboards

Monthly Services:

- Dust high areas including doors and frames, partition tops, and HVAC registers.
- Dust window blinds
- Dust top of lockers in locker rooms

Semi-annual Floor Service:

- Carpet cleaning/shampooing, every six months
- VCT floor service (strip, wax, seal), every twelve months

C. Additional Service Requests. Proposer to submit a bid price for the following service; the City reserves the option of using the price to perform the work as an additional service:

- Window cleaning inside and outside, every twelve months.

D. The City reserves the right to add or reduce service areas.

SCOPE OF WORK #3
FIVE RECREATION CENTERS

SUMMARY

Provide janitorial services that will include routine cleaning and specified building maintenance services for the subject buildings according to the schedule of services described herein either on a **five-day week or six day week service** to be determined by the City after receipt of proposals. Contractors will use “environmental preferable” cleaning products when available for the required cleaning. A list of products that the proposer will use shall be available for approval by City staff.

A. Description of Work Areas. Service Area Required --- Five (5) entire buildings

Janitorial services for five (5) City of Berkeley recreation centers located at 1720 8th Street, 2800 Park Street, 1301 Shattuck Avenue, 1730 Oregon Street and 2720 Hillegass Street.

The buildings included under this specification, and the approximate square foot floor areas are as follows:

Building	Address	Floors	Approximate Area
1. Willard Clubhouse	2720 Hillegass	1	420 sq/ft
2. James Kenney Rec. Ctr.	1720 8 th Street	2	18,000 sq/ft
3. Live Oak Rec. Ctr.	1301 Shattuck Ave.	1	6,500 sq/ft
4. Frances Albrier Comm.Ctr	2800 Park Street	1	10,000 sq/ft
5. Martin Luther King Jr. Youth Services Ctr.	1730 Oregon Street	1	9,600 sq/ft

The above-noted information is offered for the use of the Contractor. The City does not guarantee the accuracy of the figures. It is the Contractor’s sole responsibility to become familiar with the buildings.

1.Community Center Buildings:

Janitorial Services shall be provided by the Contractor for all rooms, offices, stairways and corridor space in the buildings listed above. Special clean-up services for these areas may be authorized only by the Recreation and Youth Services Manager Program as provided in the specifications for additional services.

2. Scheduling of work:

The contractor shall provide janitorial services five days a week, not including recognized union holidays for all building listed. The City may choose to have, as an alternative, six-day a week coverage for certain recreation centers.

The Contractor shall schedule his/her work as not to interfere with the operation of the centers. Special attention to scheduling the janitorial services is required concerning the meeting room areas. The contractor may be required to schedule the work between the hours of 10:00pm and 7:00am

3. Regular Daily Services Required

Contractor shall furnish a crew of reliable and experienced janitors to perform all night janitorial services and certain day janitorial services (as may be determined necessary) to accomplish the following janitorial and building maintenance services at the buildings described in this specification,

- Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers on a daily basis.
- Clean by sweeping and/or dust mop all floors, including halls, stairways, phone booths & janitorial rooms.
- Vacuum all carpeted areas. Spot clean or damp mop all floors as directed by the Recreation and Youth Services Manager.
- Dust banisters and handrails. Wash them as directed by the Recreation and Youth Services Manager
- Clean and disinfect all drinking fountains and sinks.
- Clean all marks, smudges and graffiti from countertops, table tops, chairs, desks, filing cabinets, other office furniture, partitions, ledges, moldings, phone booths, corridor walls, doors and door jambs.
- Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant. Damp mop lavatory floor areas daily with germicidal solution. Clean mirrors and bright metal. Spot clean walls around sinks, urinals and toilet bowls. Refill all soap, towel and paper product dispensers. Dust top of lavatory partitions.
- Wash all entrance door glass and frames and corridor wall glass, windowsills and frames, and interior glass light doors to remove hand marks and smudges, no higher than transom height.
- Damp mop and buff all resilient tile floors in lobbies and corridors as necessary to maintain in a clean and non-hazardous condition.
- Remove and deposit trash in the designated containers daily. On night before trash pick-up, containers must be placed in trash pick-up areas.
- Leave notice of any irregularities noted during servicing to site Recreation Coordinator, (i.e.) defective plumbing fixtures, electrical problems, burned-out lights and breakage or damage to bulbs.
- Turn out all lights except those required and designated to be left on. Lock and secure all exterior doors, close all windows, set automated alarm systems on completion of the janitorial service for each building as instructed by the Site Recreation Coordinator.

4. Periodic Services

Contractor shall submit to the City of Berkeley Recreation and Youth Services Manager, within the first two weeks of the contract a schedule for the following Periodic Service.

- Clean all trash containers with detergent once a month
- Clean with dusting cloth, or vacuum all exposed pipes, tops of lockers, cabinets and open shelves not higher than nine feet above the floor, at least twice per month in each building
- Clean wax and polish all asphalt tile and resilient flooring covered areas when required to maintain a safe and satisfactory condition, but not less than once every three months. Keep floor area clean at all times.
- Strip, wax and polish all tiles and resilient flooring covered areas at least once every twelve months, but not less than once during the period of the contract.
- Strip wax and polish all hardwood flooring, except the gym floors at James Kenney, Martin Luther King Youth Services Center at least once every six months.
- Clean gym floor with neutral cleaner, scrubbing screen and buffer at least once every six months, but not less than twice during the period of the contract at James Kenney, Frances Albrier, Martin Luther King Youth Services Centers. Apply cleaner with mop, followed by scrubbing operations. Remove excess cleaner with wet vacuum and rinse and air dry overnight. Apply gym finish as per manufacture's specifications with a second coat applied on the following day. At least 72 hours of drying time shall elapse before opening the gym to general use. The Gym floor finish to be used shall be a quality water based finish/ and must be of green product and approved by the project manager.
- All carpeted areas shall be steam cleaned or shampooed, using industry approved cleaning methods and equipment, at least once every twelve months, and shall be spot cleaned two times per year to the satisfaction of the Recreation and Youth Services Manager.

-Exterior surfaces of stoves, refrigerators, and countertops in lunchroom areas and staff rooms shall be cleaned periodically to the satisfaction of the Recreation and Youth Services Manager

-Remove all cobwebs from corners, ceilings and window frames once every three months.

5. Supplies and Equipment

The contractor shall furnish all the janitorial supplies and equipment as necessary to properly perform the above work. These supplies and equipment consist of mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders, disinfectants, wax, wax machines, shampoo or steam cleaning equipment, similar items and quality water-based gym floor finish. Restroom supplies such as paper towels, toilet tissue, and liquid hand soap shall be **furnished by the contractor. Environmentally Green products shall be used.**

6. Work not Included

Contractor shall not be required to wash any dishes, pots, pans, or kitchen utensils as part of his/her work. Contractor shall not be required to set up and arrange tables in dining area, or to move and arrange furniture in any of the buildings in this specification, except as required to perform the janitorial services and related work described herein.

All laws and ordinances relating to the work will be complied with. The contractor is required to obtain a City of Berkeley business license to do business in the City

The sixth day of the week service shall either be Saturday or Sunday as agreed upon between the Recreation and Youth Services Manager and the Contractor. The sixth day shall be agreed to in advance. A schedule shall be prepared and adhered to. It is the responsibility of the Recreation and Youth Services Manager to prepare the sixth day schedule, make sure it is followed, and that the contractor and his crew have a copy of the schedule and or any changes.

7. Supervision of Work

Contractor shall conduct regular systematic inspection of his/her/their work crew, and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this Contract. Contractor shall notify the Project Manager or other designated person by phone or letter to note special comments on janitorial needs.

SCOPE OF WORK #1 COST PROPOSAL

ALL MENTAL HEALTH FACILITIES

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

SCOPE OF WORK #2 COST PROPOSAL

1947 CENTER STREET

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

PUBLIC SAFETY BUILDING 2100 MARTIN LUTHER KING WAY

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

ADDITIONAL ONE TIME CHARGES

- | | |
|---|----------|
| 1. Window cleaning inside and outside | \$ _____ |
| 2. Carpet cleaning/shampooing | \$ _____ |
| 3. Hard wood service (strip, wax, seal) | \$ _____ |
| 4. Addition or reduction of service areas | \$ _____ |

ALL THREE SENIOR CENTERS

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

SCOPE OF WORK #3 COST PROPOSAL

5 DAYS PER WEEK SERVICE FOR RECREATION CENTERS

JAMES KENNEY RECREATION CENTER 1720 8TH STREET (5 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

LIVE OAK RECREATION CENTER, 1301 SHATTUCK AVENUE (5 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

FRANCES ALBRIER COMMUNITY CENTER 2800 PARK (5 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

MARTIN LUTHER KING YOUTH SERVICES CENTER 1730 OREGON STREET (5 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

WILLARD CLUBHOUSE 2720 HILLEGASS (5 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

6 DAYS PER WEEK SERVICE FOR RECREATION CENTERS

JAMES KENNEY RECREATION CENTER 1720 8TH ST (6 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

LIVE OAK RECREATION CENTER, 1301 SHATTUCK AVENUE (6 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

FRANCES ALBRIER COMMUNITY CENTER 2800 PARK (6 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

MARTIN LUTHER KING YOUTH SERVICES CENTER 1730 OREGON STREET(6 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

WILLARD CLUBHOUSE 2720 HILLEGASS (6 DAYS PER WEEK SERVICE)

DATES	MONTHLY COST	ANNUAL COST
7/1/08---6/30/09		
7/1/09---6/30/10		
7/1/10---6/30/11		
7/1/11---6/30/12		
7/1/12---6/30/13		
TOTAL ANNUAL COST		

SPECIAL CLEAN UP CALL AT ANY OF THE ABOVE FACILITIES \$ _____ PER PERSON/HOUR

Where vendor is required to supply cleaning products, invoices must be submitted. Vendor may charge the City for the cost of materials including a mark up.

Vendor's mark up will be _____ % over cost of invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. Please identify any person associated with the firm that has a potential conflict of interest.

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$11.77 (if medical benefits are provided) or \$13.73 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you

must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000 and automobile liability insurance in the minimum amount of \$300,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

VIII. SCHEDULE (dates are subject to change)

Issue RFP to potential bidders:	February 11, 2008
Proposals due from potential bidders	March 25, 2008
Complete Selection Process	April 4, 2008
Council Approval of Contract	May 6, 2008
Award of Contract	May 7, 2008
Sign and Process Contract	May 9, 2008
Notice to proceed	July 1, 2008

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

Check List of Required items for Submittal	Attachment A
Non-Discrimination/Workforce Composition Form	Attachment B
Nuclear Free Disclosure Form	Attachment C
Oppressive States Form	Attachment D
Living Wage Form	Attachment E
Equal Benefits Disclosure Form	Attachment F
Right to Audit Form	Attachment G
Insurance Endorsement	Attachment H
Equal Benefits Certification of Compliance	Attachment I

ATTACHMENT A

CHECKLIST

Proposal describing service (one original and four copies)

Contractor Identification

Client References

Costs proposal (pages 18-21)

The following forms, completed and **signed in blue ink** (attached):

Non-Discrimination/Workforce Composition Form Attachment B

Nuclear Free Disclosure Form Attachment C

Oppressive States Form Attachment D

Living Wage Form (*may be optional*) Attachment E

Equal Benefits Disclosure Form (*may be optional*) Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

Provide **original-signed in blue ink** Evidence of Insurance

Auto

Liability

Worker's Compensation

Right to Audit Form Attachment G

Commercial General & Automobile Liability Endorsement Form Attachment H

Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment I

Berkeley Business License

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____ **Address:** _____ **Business License#:** _____

Occupational Category: _____ (See reverse side for explanation of terms)	Total Employees		White		Black		Asian		Hispanic		Other	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (Specify)												
TOTALS:												

Is your business MBE/WBE/DBE certified? Yes _____ No _____ If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identification _____

Do you have a Non-Discrimination policy? Yes _____ No _____

Signed: _____ Date: _____

Verified by: _____ Date: _____

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

**CITY OF BERKELEY
Nuclear Free Zone Disclosure Form**

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **City-Wide Janitorial Services 08-10299-C**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

The governing regime in any Oppressive State.

Any business or corporation organized under the authority of the governing regime of any Oppressive State.

Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: **City-Wide Janitorial Services 08-10299-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES ____ **NO** ____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ **NO** ____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES ____ **NO** ____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ **NO** ____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

Attachment E

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **City-Wide Janitorial Services 08-10299-C**

Section III

**** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

CITY OF BERKELEY
Equal Benefits Ordinance Disclosure Form

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor ("Contractor") may be required, during the performance of the contract, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance ("EBO") as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner's with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- until the expiration of a Contractor's current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Specification No.: **City-Wide Janitorial Services 08-10299-C**

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **City-Wide Janitorial Services 08-10299-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____ By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **City-Wide Janitorial Services 08-10299-C**

To be completed by
Contractor/Vendor



**CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

The EBO is inapplicable to this contract because the contractor/vendor has no employees.

Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)

Does your company provide (or make available at the employees' expense) any employee benefits?

Yes No

If "Yes," continue to Question C.

If "No," proceed to Section 5. (The EBO is not applicable to you.)

Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.

If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)

If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or

At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or

Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____