

City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2020-01106

Published for 10-Day Review 10/15/2020

Review Item 01

Title: (Contract for Review) Contract Supplements: Janitorial Services from Universal Building Services and DMS Facility Services

Location: Citywide

Recommendation: Accept and publish for review a Motion: 1) authorizing the City Manager or the City Manager's designee to execute two contract supplements for janitorial services with: a) Universal Building Services for a new total amount not-to-exceed \$5.4 million, and b) DMS Facility Services for a new total amount not-to-exceed \$2.2 million; and 2) resetting the City Manager or City Manager's authority to approve any future contract supplements; and continue to October 27, 2020 for approval.

Contact: Gary O'Neill, Administrative Analyst, (916) 808-7432; Dayana Reyes Zanaska, Procurement Manager, (916) 808-6213, Department of Finance

Presenter: None.

Attachments:

1-Description/Analysis

2-Contract Supplement No. 1 – Universal Building Services

3-Contract Supplement No. 1 – DMS Facility Services

Description/Analysis

Issue Detail: The City Council awarded nonprofessional service contracts for janitorial services through Motion No. 2020-0180 on June 30, 2020 (Bid No. B20061521002), to four contractors including Universal Building Services and DMS Facility Services. Universal Building Services and DMS Facility Services were determined to be the lowest bidders for the following buildings/sites and were each awarded contracts to perform janitorial services at the sites listed:

Universal Building Service	City Hall including City Hall Parking Garage Suites
	300 Richards Boulevard
	North and South Area Corporation Yards
	Sutter’s Landing Corporation Yard
	Sacramento Valley Station
	Center for Sacramento History
DMS Facility Services	Old Sacramento Public Restrooms
	Porter Service at Convention Center Facilities

Prior to the start of the services on September 1, it was determined that there was an error in the bid pertaining to services at 300 Richards Boulevard. The bid stated that City janitorial staff are responsible for cleaning the Police Department portion of the building, however, the entire building requires contracted janitorial services. The contract with Universal Building Services has been supplemented to correct this error and to also incorporate additional services at the Sacramento Valley Station for two suites that were occupied by external tenants after the bid closed.

Secondly, it was determined that the bid response from DMS Facility Services did not incorporate enough time to perform the requested services for the Old Sacramento public restrooms. The City determined that it was in its best interest to accept a revised price from DMS. Even with the revised price, DMS’s costs remain lower than the second lowest bidder, as reflected below.

<u>Bidder – Old Sacramento Restrooms</u>	<u>Annual Bid</u>
1) DMS Facility Services (revised)	\$103,103
2) Universal Building Services	\$125,289
3) Crossroads Facility Services	\$134,534
4) Aim to Please Janitorial Service	\$137,376

The contract supplements also include additional federally required contractual terms to allow the City to seek reimbursement from the Federal government for any expenses required to mitigate the COVID-19 pandemic or any other declared emergencies.

Policy Considerations: The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action.

The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 regarding contracts for nonprofessional services.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities and governmental fiscal activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines Section 15060(c)(3)).

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: In accordance with City Code Section 3.56, the Procurement Division issued Request for Bids No. B20061521002 on January 28, 2020. The Request for Bids closed on March 4, 2020. Eight bids were submitted and evaluated. Contracts awarded as the result of the Request for Bids must be awarded to the lowest responsive and responsible bid for each group.

Financial Considerations: The Universal Building Services contract has been increased by \$500,000 for a new not-to-exceed amount of \$5.4 million. The DMS Facility Services contract has been increased by \$300,000 for a new not-to-exceed amount of \$2.2 million over the potential five-year term of the contracts. Funding for these contracts is included in FY2020/21 operating budgets and/or capital improvement program budgets of the departments that require these services.

Local Business Enterprise (LBE): The two contractors meet the LBE participation requirements.

ATTACHMENT 2

COVID-19 SUPPLEMENTAL CONTRACT

Project Title and Job Number: Citywide Janitorial Services

Date: 08/31/2020

Purchase Order #: n/a

Supplemental Contract No.:1

The City of Sacramento ("City") and Universal Buildings Services and Supply, Inc. ("Contractor"), as parties to Contract Number PRC001004, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Technical Specifications/Scope of Work specified in Exhibit A of the Contract is amended as follows:

Attachment A is added to incorporate Federal Conditions into the contact. Attachment B and C incorporates a correction to the service at 300 Richards and adds services to the Sacramento Valley Station, 401 I Street, Sacramento, CA.

2. In consideration of the additional and/or revised goods and services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased** by \$500,000, and the Contract's maximum not-to-exceed amount is amended as follows:

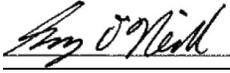
Agreement's original not-to-exceed amount:	<u>\$4,900,000</u>
Net change by previous supplemental contracts:	<u>\$0</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$4,900,000</u>
Increase by this supplemental contract:	<u>\$500,000</u>
New not-to exceed amount including all supplemental contracts:	<u>\$5,400,000</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised goods and services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised goods and services, including costs associated with any changes and/or delays in schedules or in the delivery of other goods and services by Contractor.
4. The attached Federal Conditions Exhibit (Attachment A) is hereby incorporated into the Contract.
5. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
6. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall provide all of the goods and perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

SUPPLEMENTAL CONTRACT

Approval Recommended By:



Project Manager

Approved As To Form By:

City Attorney

Approved By:



[Dario DeVincenzi \(Sep 3, 2020 15:55 PDT\)](#)

Contractor

Attest:

City Clerk

Approved By:

Authorized Signatory, Title
City of Sacramento

COVID-19 SUPPLEMENTAL CONTRACT

Attachment A

FEDERAL CONDITIONS

1. DEBARMENT CERTIFICATION

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
- (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the

COVID-19 SUPPLEMENTAL CONTRACT

CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

2. NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in the event Contractor fails to comply with any nondiscrimination provisions in this contract, the City and the State highway safety agency will have the right to impose such contract sanctions as they or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor until the contractor complies, and/or cancelling, terminating, or suspending this contract, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and in every solicitation for a subcontract.
- G. Compliance with Non-Discrimination and Equal Employment Opportunity Laws

(1) It is the City's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations. The City does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. The City prohibits discrimination by its employees, contractors and consultants.

(2) In addition to the equal employment opportunity laws listed in the General Conditions, Contractor assures the City that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq. and with any applicable implementing federal directives that may be issued;
- (b) The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and
- (c) The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.

(3) Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City may deem appropriate.

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3. ALLOWABLE COSTS

Contractor agrees that the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (2 CFR, Part 200), 48 CFR, Part 31, Federal Acquisition Regulations System, and any applicable federal agencies implementation procedures, shall be used to determine the cost allowability of individual items. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 48 CFR, Part 31, Federal Acquisition Regulations System or federal agency procedures implementing 2 CFR, Part 200 are subject to repayment by Contractor to the City. Disallowed costs must be reimbursed to the City within sixty (60) days unless the City approves in writing an alternative repayment plan.

4. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)

A. Contractors who apply or bid for an award of \$100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the awarding agency.

B. By signing this Agreement, Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) None of the funds paid under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in

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direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

B. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

D. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

5. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

6. BUY AMERICA ACT

The City and Contractor will comply with the Buy America requirement (23 U.S.C. 313). Buy America requires the City and Contractor to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. In order to use foreign produced items, the Contractor must first submit a waiver request to the City that provides an adequate basis and justification for approval by the Secretary of Transportation.

7. DRUG-FREE CERTIFICATION

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

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- B. Establish a Drug-Free Awareness Program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee of Contractor who works under this Agreement shall:
- (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

8. ENVIRONMENTAL COMPLIANCE

Contractor agrees to comply with the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), Executive Order 11738, all Environmental Protection Agency ("EPA") Regulations (40 CFR) and all applicable standards, orders or regulations issued pursuant thereto. Contractor agrees to report any violation of these statutes and regulations to the City and understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.

9. RECORDS OF CONTRACTOR

- A. During the performance of this Contract and for a period of five years after completion of performance, Contractor shall maintain all records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses.
- B. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.
- C. Records to be retained include, but are not limited to:
- (1) General ledger and subsidiary ledgers used to account for the receipt of funds from the City and the disbursements of such funds for eligible expenses related to the provision of Services;
 - (2) Budget records for 2019 and 2020; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of Services;
 - (3) Receipts of purchases made relating to the Services;
 - (4) Contracts and subcontracts entered into to provide the Services, and all documents related to such contracts;
 - (5) All reports, auditors, or other monitoring of subcontractors;
 - (6) All documents supporting the provision of Services;
 - (7) All internal and external communications (including email) related to the Services; and
 - (8) All investigative files and inquiry reports involving the Services.

10. SUBCONTRACTOR COMPLIANCE

Contractor agrees that all subcontracts shall contain the provisions of this Exhibit.

COVID-19 SUPPLEMENTAL CONTRACT

11. REMEDIES

Should Contractor violate any of the terms of this Contract, City may terminate the Contract and pursue all available legal and equitable remedies.

12. RECOVERED MATERIALS

- A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

13. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency ("FEMA").

14. COMPLIANCE WITH FEDERAL LAW

Contractor acknowledges that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event that Contractor or any subcontractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

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rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Attachment B

a.) Attachment 1 to Exhibit A, section 24 (g), item R-1, is revised to remove erroneous reference to City Police Dept. Janitors. The contractor is to clean the entire building. The areas occupied by the Police Department and the restrooms are to be cleaned fives-day-per-week; the other areas are to be cleaned three-days-per week.

- 300 Richards, 152,000 square feet, \$18,161/month or \$217,932/year.

R-1	300 Richards, 1st and 2nd floor	NOTE: Lobby, restrooms, common areas, and fitness room are cleaned by the Contractor; the balance is cleaned by the City Police Dept. Janitors. Approximately half of the 2nd floor is cleaned by City Police Dept. janitors.
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b.) Janitorial services are to be provided to tenant Clark Construction, Suites 210 and 220 at the Sacramento Valley Station (SVS), 401 I Street, per the contract.

- Suite 210, 1,663 square feet, \$887/month or \$10,644/year,
- Suite 220, 1,839 square feet, \$892/month or \$10,704/year.

c.) Janitorial services are to be provided to tenant DGS, Suite 200 at SVS, per Attachment C which is an excerpt from standard lease agreement no. C2020-1353, section 13(d).

- Suite 200, 20,000 square feet, \$3,039/month or \$36,468/year.

d.) Janitorial services are to be provided to the parking area of the SVS facility.

- Parking lot, \$1,860/month or \$22,320/year.

Attachment C

Services, Utilities, and Supplies

13. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services, utilities, and supplies to the area leased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

- (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.

- (4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- (5) Remove finger marks and smudges from all glass entrance doors.
- (6) Specifically check, and if action is needed, then:
 - a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
 - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

- (1) Damp mop all hard surface floors.
- (2) Dust all window blinds.
- (3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4) Spot clean the walls.

Quarterly:

- (1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2) Treat carpets for static electricity control (if not integrated in the fabric).

Semi-annually: Wash all interior windows within Premises, window blinds, light fixtures, walls, and painted surfaces.

Annually:

- (1) Steam clean carpets to remove all stains and spots.
- (2) Clean window coverings.

In the event of failure by the Lessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.

COVID-19 SUPPLEMENTAL CONTRACT

Project Title and Job Number: Citywide Janitorial Services
Purchase Order #: n/a

Date: 08/31/2020
Supplemental Contract No.:1

The City of Sacramento ("City") and DMS Facility Services ("Contractor"), as parties to Contract Number PRC001002, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

- 1. The Technical Specifications/Scope of Work specified in Exhibit A of the Contract is amended as follows:

Service cost at the three public restrooms in Old Sacramento Historical Area is revised to \$8,581.90 per month. Specifications and hours are as stated in the contract.
Attachment A is added to incorporate Federal Conditions into the contact.

- 2. In consideration of the additional and/or revised goods and services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased** by \$300,000, and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$1,900,000</u>
Net change by previous supplemental contracts:	<u>\$0</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$1,900,000</u>
Increase by this supplemental contract:	<u>\$300,000</u>
New not-to exceed amount including all supplemental contracts:	<u>\$2,200,000</u>

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised goods and services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised goods and services, including costs associated with any changes and/or delays in schedules or in the delivery of other goods and services by Contractor.
- 4. The attached Federal Conditions Exhibit (Attachment A) is hereby incorporated into the Contract.
- 5. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
- 6. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall provide all of the goods and perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

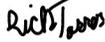
[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 
[Rick Torres \(Sep 3, 2020 11:43 PDT\)](#)

Title: General Manager

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature:

Title:

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title:

COVID-19 SUPPLEMENTAL CONTRACT

Attachment A

FEDERAL CONDITIONS

1. DEBARMENT CERTIFICATION

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the Form Approved by City Attorney 7-13-2020

COVID-19 SUPPLEMENTAL CONTRACT

CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

2. NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in the event Contractor fails to comply with any nondiscrimination provisions in this contract, the City and the State highway safety agency will have the right to impose such contract sanctions as they or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor until the contractor complies, and/or cancelling, terminating, or suspending this contract, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and in every solicitation for a subcontract.
- G. Compliance with Non-Discrimination and Equal Employment Opportunity Laws

(1) It is the City's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations. The City does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. The City prohibits discrimination by its employees, contractors and consultants.

(2) In addition to the equal employment opportunity laws listed in the General Conditions, Contractor assures the City that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq. and with any applicable implementing federal directives that may be issued;
- (b) The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and
- (c) The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.

(3) Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City may deem appropriate.

COVID-19 SUPPLEMENTAL CONTRACT

3. ALLOWABLE COSTS

Contractor agrees that the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (2 CFR, Part 200), 48 CFR, Part 31, Federal Acquisition Regulations System, and any applicable federal agencies implementation procedures, shall be used to determine the cost allowability of individual items. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 48 CFR, Part 31, Federal Acquisition Regulations System or federal agency procedures implementing 2 CFR, Part 200 are subject to repayment by Contractor to the City. Disallowed costs must be reimbursed to the City within sixty (60) days unless the City approves in writing an alternative repayment plan.

4. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)

A. Contractors who apply or bid for an award of \$100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the awarding agency.

B. By signing this Agreement, Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) None of the funds paid under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in

COVID-19 SUPPLEMENTAL CONTRACT

direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

B. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

D. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

5. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

6. BUY AMERICA ACT

The City and Contractor will comply with the Buy America requirement (23 U.S.C. 313). Buy America requires the City and Contractor to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. In order to use foreign produced items, the Contractor must first submit a waiver request to the City that provides an adequate basis and justification for approval by the Secretary of Transportation.

7. DRUG-FREE CERTIFICATION

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

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- B. Establish a Drug-Free Awareness Program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee of Contractor who works under this Agreement shall:
- (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

8. ENVIRONMENTAL COMPLIANCE

Contractor agrees to comply with the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), Executive Order 11738, all Environmental Protection Agency ("EPA") Regulations (40 CFR) and all applicable standards, orders or regulations issued pursuant thereto. Contractor agrees to report any violation of these statutes and regulations to the City and understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.

9. RECORDS OF CONTRACTOR

- A. During the performance of this Contract and for a period of five years after completion of performance, Contractor shall maintain all records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses.
- B. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.
- C. Records to be retained include, but are not limited to:
- (1) General ledger and subsidiary ledgers used to account for the receipt of funds from the City and the disbursements of such funds for eligible expenses related to the provision of Services;
 - (2) Budget records for 2019 and 2020; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of Services;
 - (3) Receipts of purchases made relating to the Services;
 - (4) Contracts and subcontracts entered into to provide the Services, and all documents related to such contracts;
 - (5) All reports, auditors, or other monitoring of subcontractors;
 - (6) All documents supporting the provision of Services;
 - (7) All internal and external communications (including email) related to the Services; and
 - (8) All investigative files and inquiry reports involving the Services.

10. SUBCONTRACTOR COMPLIANCE

Contractor agrees that all subcontracts shall contain the provisions of this Exhibit.

COVID-19 SUPPLEMENTAL CONTRACT

11. REMEDIES

Should Contractor violate of any of the terms of this Contract, City may terminate the Contract and pursue all available legal and equitable remedies.

12. RECOVERED MATERIALS

- A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

13. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency ("FEMA").

14. COMPLIANCE WITH FEDERAL LAW

Contractor acknowledges that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event that Contractor or any subcontractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

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rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.