

INVITATION FOR BID

Janitorial and Building Maintenance Services

CITY OF SACRAMENTO



Date and Time Bid Due

Bid No.

B071187023

FILED

FEB 07 2007

By The Office of The City Clerk

February 7, 2007 at 2:00 PM

The return of a signed copy of this form shall constitute a promise to provide services and supplies in accordance with all terms and conditions shown herein.

RETURN BID TO:

CITY OF SACRAMENTO
Office of the City Clerk
915 I Street (Historic City Hall)
Sacramento, CA 95814

CONTRACTOR [Empty box for contractor information]

CITY OF SACRAMENTO
Department of General Services
Facilities Maintenance Division
Project Manager: Cynthia Kranc
Phone Number: (916) 808-2258

BIDDER

By (Signature) [Handwritten signature]

Print Name JERRY G. HUDSON

Title OWNER

Contractor Phone No. (916) 798-8319

Contractor Fax No. (916) 687-8622

Federal ID No. 42 172 1244

Payment Terms 30 days net

E-Mail Address jerryscarpet@yahoo.com

For furnishing to the City of Sacramento - Janitorial and Building Maintenance Services. See Bid Section for Bid Proposal Items.

PRE BID MEETING AND WALKTHRU

Location: 915 I Street, Sacramento, CA 95814
(City Hall Administration Building)
Conference Room 1217
Date: January 17, 2007
Time: 9:30 AM - 4:00 PM

Contact for information: Craig Lymus at (916) 808-5524

1/2/07 Date Sent: CBL Prepared by:

# City of Sacramento Procurement Services Division

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**BID PROPOSAL FORMS**

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**PLEASE REMOVE AND**

**COMPLETE**

**THE FOLLOWING DOCUMENTS**

**AND**

**SUBMIT AS**

**THE BID PROPOSAL**

**PACKAGE**

**\*\*ITEMS REQUIRING BIDDER RESPONSE\*\***

NOTE: Bidders must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

**1. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a Small Business Enterprise? Check the appropriate block below:

**YES** - the firm submitting the bid is certified by the City of Sacramento as a Small Business Enterprise.

**NO** - the firm submitting the bid is not certified by the City of Sacramento as a Small Business Enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number  
31382

**2. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an Emerging Business Enterprise? Check the appropriate block below:

**YES** - the firm submitting the bid is certified by the City of Sacramento as an Emerging Business Enterprise.

**NO** - the firm submitting the bid is not certified by the City of Sacramento as an Emerging Business Enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number:  
\_\_\_\_\_

**NOTE: SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

Name of Project Manager who would be assigned to this contract:

Years of experience: JERRY G. HUDSON

Briefly describe background/experience: almost 40 years janitorial, 11 years carpet cleaning business  
Worked during his teens for family's building maintenance company  
Retired Air Force sergeant, rendered military duties 27 years, very reliable  
provides prompt, courteous + efficient service, Certified Small Business enterprise  
by state, pending DBE certification with Caltrans

Name of Alternate Project Manager: RANDY DAVIS

Years of experience: 22 years janitorial experience

Briefly describe background/experience:  
Has supervised custodians over the years  
Expert in stripping, sealing, waxing floors. Does windows, low and high  
area dusting. would bring expertise to this project.

Miscellaneous (Attach any additional information you wish us to consider in evaluating your qualifications)

Contractor: JERRY'S CARPET CARE

By: JERRY G. HUDSON

Title: OWNER

Signature: Jerry G. Hudson

Date: 2-6-2007

Periodically during the contract year, the contractor may be asked to provide some extra cleaning service. Please enter the labor rate you would charge for such work. (hours indicated are estimates only.)

Straight time, per hour \$ 17.75 X 50 hours = \$887.50

Should additional facilities be added at a later date, please indicate square footage costs below.

Janitorial Services: \$ 0.11 Per square foot

Carpet Cleaning only: \$ 0.23 Per square foot

Please list clients/references for whom you have performed or are currently performing services of similar magnitude (comparable square feet ±10%) and comparable in complexity. The City reserves the right to contact the references listed for verification and information regarding contract performance.

Name: Sheriff's Department South Division	Address: 9250 Bond Road Elk Grove, CA 95624	Sq. Ft.: 17,500
Dates of Service: Nov. 1, 2006 - Oct. 31, 2011	Contact Person: Pam Brooks	Telephone: 916 875-4885
Name: Department of Health and Human Services	Address: 3415 Martin Luther King Blvd, Sacramento CA 95817	Sq. Ft.: 10,760
Dates of Service: Nov. 1, 2006 - Oct. 31, 2011	Contact Person: Robert Green	Telephone: 916 875-2979
Name: DMV South	Address: 7775 La Mancha Way, Sacramento, CA 95823	Sq. Ft.: 13,200
Dates of Service: Oct. 1, 2006 - Sept. 30, 2008	Contact Person: Torricel Taylor	Telephone: 916 683-1742
Name: Blue Cell Technology	Address: 10457 Old Placerville Rd Sacramento, CA 95826	Sq. Ft.: 11,500
Dates of Service: Sept. 1, 2001 - present	Contact Person: Kelley	Telephone: 916 857 1830

## JANITORIAL AND BUILDING MAINTENANCE SERVICES

NOTE: Bidders must provide responses to the following items. **Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

Firm Name: JERRY'S CARPET CARE  
 Full Street Address: 10302 Reigl Road, Wilton, CA 95693  
 P. O. Box (if Any): N/A  
 City/State/Zip Code: Wilton, CA 95693  
 Phone Number: (916) 798-8319  
 Fax Number: (916) 687-8622

Check one:     Sole Proprietorship     Partnership     Corporation

Years in Business: 7

Years doing business in Sacramento Area: 7

Total Gross Revenue (2005): \$ 130,325.00

Current Number of Full Time Employees: 0

Average Wage:

<u>Classification</u>	<u>Hourly Rate</u>
Supervisor:	\$ <u>12.83</u>
Site Monitor/ Zone Manager:	\$ <u>14.83</u>
Janitor:	\$ <u>11.83</u>

DATE BID OPENED <u>2-7-07</u>
EMPLOYEE INITIALS <u>J.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY
<b>BID SECURITY</b>
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
<b>BID DEPOSIT TYPE</b>
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> STATE BANK MONEY ORDER
<b>AFTER AWARD OF BID</b>
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____

### **3. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)**

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a **Business Operations Tax and have a current Business Operations Tax Certificate.**

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, First Floor, Sacramento, CA 95814, or telephone (916) 808-8500.

### **\*\*INTEREST IN MORE THAN ONE BID/QUOTATION\*\***

Unless otherwise specified, more than one quotation/bid received from an individual, firm, partnership, corporate affiliate, or association under the same or different names, in response to a single solicitation, will be rejected. Such rejection will result in rejection of all bids/quotations in which the offeror is interested.

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**Janitorial and Building Maintenance Service  
 Bid Number B071187023**

in the City and County of Sacramento, California.

The City of Sacramento intends to select up to two (2) contractors for janitorial and building maintenance services. The initial contract period is from the contract award date through March 31, 2008. This contract may be extended by the City of Sacramento on a year-to-year basis; however, in no case shall the renewal extend beyond five (5) years from date of the award of the original contract. The Contactor(s) shall be capable of performing janitorial and building maintenance as outlined in the Technical Specifications and in conformance with the contract contained herein.

For furnishing the City of Sacramento with janitorial and building maintenance services, the awarded contractors shall provide all janitorial and building maintenance services, and record keeping. The bid items listed below are for evaluation purposes only.

All bids shall be based upon the scope of work as described in the Technical Specifications.

**CLEANING SCHEDULE: 5 DAYS PER WEEK (UNLESS OTHERWISE NOTED)**

**ITEM 1 – CITY FACILITIES (LESS CONVENTION CENTER)**

Building	Address	Approximate Square Footage	Total Monthly Charge	Total Annual Charge
2800 Meadowview (OES)	2800 Meadowview Road	45,000	\$ 1,900.60	\$ 22,807.20
9-1-1 Call Center	7397 San Joaquin	35,000	\$ 1,928.15	\$ 23,137.80
Animal Care	2127 Front Street	2,930	\$ 118.80	\$ 1,425.60
Civic Center Garage / Loading Dock	1000 I Street	5,362	\$ 204.35	\$ 2,452.20
Communication Center	111 Bercut Drive	6,167	\$ 245.65	\$ 2,947.80
Convention & Visitor Bureau	1030 15th Street	5,315	\$ 199.60	\$ 2,395.20
Corp. Yard Building 1	5730 24th Street	10,235	\$ 413.50	\$ 4,962.00
Corp. Yard Building 3	5730 24th Street	3,225	\$ 123.10	\$ 1,477.20
Corp. Yard Building 4	5730 24th Street	3,935	\$ 151.60	\$ 1,819.20
Corp. Yard Building 5	5730 24th Street	718	\$ 28.00	\$ 336.00
Corp. Yard Building 6	5730 24th Street	460	\$ 18.55	\$ 222.60
Corp. Yard Building 7	5730 24th Street	4,100	\$ 161.60	\$ 1,939.20
Corp. Yard Building 8	5730 24th Street	3,827	\$ 151.60	\$ 1,819.20

Corp. Yard Building 9	5730 24th Street	4,490	\$ 175.85	\$ 2,110.20
Corp. Yard Building 10	5730 24th Street	1,355	\$ 56.55	\$ 678.60
Corp. Yard Building 11	5730 24th Street	2,080	\$ 83.15	\$ 991.80
Corp. Yard Building 12	5730 24th Street	3,492	\$ 133.10	\$ 1,597.20
Corp. Yard Building 13	5730 24th Street	400	\$ 16.60	\$ 199.20
Corp. Yard Building 14	5730 24th Street	3,300	\$ 128.50	\$ 1,539.60
Corp. Yard Building 16	5730 24th Street	682	\$ 27.10	\$ 325.20
Corp. Yard Building 19	5730 24th Street	5,010	\$ 189.65	\$ 2,275.80
Corp. Yard Building 20	5730 24th Street	6,135	\$ 246.65	\$ 2,959.80
Corp. Yard Building 21	5730 24th Street	1,320	\$ 56.55	\$ 678.60
Corp. Yard Building 22	5730 24th Street	21,400	\$ 865.00	\$ 10,380.00
Corp. Yard Guard House	5730 24th Street	105	\$ 11.40	\$ 136.80
Del Paso Road (NACY)	918 Del Paso Road	13,200	\$ 539.40	\$ 6,472.80
Fairbain Water Treatment	7501 College Town	26,600	\$ 1,102.15	\$ 13,225.80
Glen Ellen Circle (Fullerton House)	2260 Glen Ellen Circle	2,880	\$ 111.70	\$ 1,340.40
Hack House	8325 River Road	2,127	\$ 83.20	\$ 998.40
IT (Administration and Applications)	1000 I Street, Suite 120	3,635	\$ 145.95	\$ 1,757.40
IT (GIS and Project Management Office)	1000 I Street, Suite 170	2,796	\$ 107.90	\$ 1,294.80
IT (Technical Support Services (TSS))	1000 I Street, Suite 180	4,313	\$ 170.60	\$ 2,047.20
IT (TSS - Data Center)	904 11th Street	5,282	\$ 208.65	\$ 2,573.80
IT (Conference Center)	913 10th Street	827	\$ 42.75	\$ 519.00
Meadowview Solid Waste Bldg. 1	2812 Meadowview Road	14,650	\$ 602.20	\$ 7,226.40
Meadowview Solid Waste Bldg. 2	2812 Meadowview Road	9,865	\$ 406.35	\$ 4,876.20
Meadowview Solid Waste Bldg. 3	2812 Meadowview Road	2,027	\$ 85.10	\$ 1,021.20
Meadowview Guard House	2812 Meadowview Road	165	\$ 14.25	\$ 171.00
New City Hall	915 I Street	200,000	\$ 11,263.40	\$ 135,160.80
Old City Hall	915 I Street	38,900	\$ 1,613.55	\$ 19,362.60

Old Sacramento Management	1111 Second Street	2,100	\$ 85.10	\$ 1,021.20
Panattoni Bldg. Suites 200/250	1030 15th Street	10,097	\$ 46.80	\$ 5,001.60
Plaza Building	921 10th Street	26,650	\$ 1,124.00	\$ 13,488.00
Public Safety Building (PSAB)	5770 Freeport Blvd.	25,648	\$ 1,082.20	\$ 12,956.40
Solid Waste Landfill / Restrooms	20 28th Street	1,385	\$ 57.85	\$ 610.20
Water Treatment Plant	1 Water Street	20,000	\$ 831.75	\$ 9,981.00
Administration Building & Machine Shop	1391 35 <sup>th</sup> Avenue	12,614	\$ 526.10	\$ 6,313.20

**TOTAL COST CITY FACILITIES 601,804 sf \$ 398,987.40**

**ITEM 2 – CONVENTION CENTER FACILITIES**

The labor rates for the Convention Center “as required” cleaning is listed below:

Type Hours	General Cleaning Staff	Approximate Annual Hours	Total Annual Charge
Hourly Rate (Straight Time)	\$ 11.83	21,000	\$ 248,430.00
Hourly Rate (Overtime)	\$ 17.75	2,000	\$ 35,500.00
Hourly Rate (Holiday)	\$ 23.66		
Less than 24 hr. Notification Rate	\$ 17.75		

Type Hours	Cleaning Lead Person	Approximate Annual Hours	Total Annual Charge
Hourly Rate (Straight Time)	\$ 12.83	1,000	\$ 12,830.00
Hourly Rate (Overtime)	\$ 19.25	1,000	\$ 19,250.00
Hourly Rate (Holiday)	\$ 25.66		
Less than 24 hr. Notification Rate	\$ 19.25		

**TOTAL COST CONVENTION CENTER \$ 377,350.00 annual**

**ITEM 3 – UNSCHEDULED SERVICES**

a. Periodically during the contract year, the contractor may be asked to provide extra cleaning service. Please enter the rate you will charge for such work.

Type Hours	Lead Person	General Cleaning Staff
Hourly Rate (Straight Time)	\$ 12.83	\$ 11.83
Hourly Rate (Overtime)	\$ 19.25	\$ 17.75
Hourly Rate (Holiday)	\$ 25.66	\$ 23.66
Less than 24 hr. Notification Rate	\$ 19.25	\$ 17.75

b. Listed in 1 above are the current City facilities that require janitorial and building maintenance services. Should additional facilities be added or deleted at a later date, please indicate the square footage cleaning costs below.

Service Type	Per Square Foot
Janitorial Services	\$ 0.11
Carpet Cleaning only	\$ 0.23

c. Additional services not specifically identified herein shall be negotiated and agreed upon prior to commencement of any such Additional Services using the Square Footage price listed in item #b as the basis.

**ITEM 4 – OTHER AGENCY REQUIREMENTS**

Service Type	Responsible Agency	Total Monthly Charge	Total Annual Charge
Secure Chairs @ Chavez Park	Parks Department	\$ 260.25	\$ 3,123.00

This task requires the securing by chain, the tables and chairs at sundown, Monday through Friday. (Approximately 30 minutes per day)

JERRY G. HUDSON dba

CONTRACTOR NAME: JERRY'S CARPET CARE

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work when directed by the City.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right

to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

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If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

CONTRACTOR:  
By Jerry G. Hudson  
(Signature)  
JERRY G. HUDSON  
(Print or Type Name)  
Title OWNER  
Address 10302 REIGL ROAD  
WILTON, CA 95693  
Telephone No. (916) 798-8319  
Fax No. (916) 687-8622

*(Please see Revised page 6)*

Date \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Type \_\_\_\_\_

Expiration Date \_\_\_\_\_

Tax I.D. Nos. - Fed. \_\_\_\_\_ State \_\_\_\_\_

City of Sacramento Business Operation Tax Certificate No. \_\_\_\_\_

(City will not award contract if Certificate Number is missing.)

1/22/07

Date 2/6/2007

Contractor's License No. 325597 / 620493 Type General / Special

Expiration Date 2/1/2009 / 01/01/2008

Tax I.D. Nos. - Fed. 42 172 1244 State 548 98 0274

City of Sacramento Business Operation Tax Certificate No.       
(City will not award contract if Certificate Number is missing.)

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # 1 DATE 1-22-2007

Add. # 2 DATE 2-1-2007

Add. # \_\_\_\_\_ DATE \_\_\_\_\_

Add. # \_\_\_\_\_ DATE \_\_\_\_\_



**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.**  
**Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
	N/A	

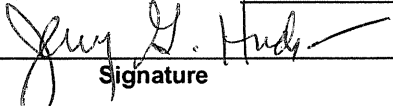
If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

**IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.**

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: JERRY G. HUOSON dba Jerry's Carpet Care

BY:  OWNER Date: 2/6/2007

Signature

Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

**DECLARATION OF COMPLIANCE**  
**Prevailing Wage Requirement**

Name of Contractor: JERRY G. HUDSON dba  
JERRY'S CARPET CARE

Address: 10302 REIGL ROAD, WILTON, CA 95693

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

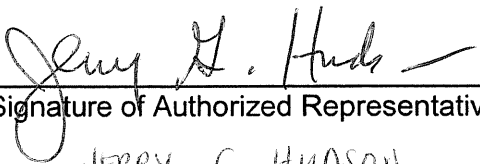
1. I have read and understand the Requirements for Prevailing Wages for Certain Services provided to me by the City of Sacramento ("City") and attached as Exhibit E to my City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Prevailing Wages for Certain Services, codified at Chapter 3.56 of the Sacramento City Code (the "Ordinance"). The requirements of the Ordinance are:
  - A. Every contract for laundry service, janitorial service, or window washing service to be performed at the expense of the city, whether such work be done directly under contract award, or by or under subcontract, or by any other arrangement whatsoever, must provide in addition to other provisions required by law, that any person performing labor in the state in the execution of such contract, subcontract, or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the county.
  - B. The general prevailing rate of wages required in contracts hereunder shall be as established by the city manager upon a reasonable survey of business establishments performing laundry service, janitorial service or window washing services of the type used by the city not less than one hundred twenty (120) days in advance of the award of any contract for such services. Such prevailing wage rates shall be included in the specification setting forth the terms of performance of any such contract.
  - C. The specifications for any such contract and the contract itself shall contain a clause, which provides that such contract may be terminated where any contractor or subcontractor has paid any laborer or workman on such contract less than the prevailing rate of wages. The contract further shall contain a liquidated damages clause whereby any contractor or subcontractor who pays any laborer or workman on such contract at less than the prevailing rate of wages shall become jointly and severally liable to the city in the amount of ten dollars (\$10.00) per day for each laborer or workman so paid.
  - D. Any contractor or subcontractor willfully violating the terms or provisions of any contract or subcontract relating to the payment of prevailing wages shall be deemed not to be a responsible bidder upon all future contracts for laundry service, janitorial service or window washing service.
3. I understand that failure to comply with the provisions of the Ordinance will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

4. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
5. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

6. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

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 the Contractor to the provisions of this Declaration.

  
 \_\_\_\_\_  
 Signature of Authorized Representative

2/6/2007  
 \_\_\_\_\_  
 Date

JERRY G. HUDSON  
 \_\_\_\_\_  
 Print Name

OWNER  
 \_\_\_\_\_  
 Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

JERRY G. HUDSON dba  
JERRY'S CARPET CARE

Name of Contractor

10302 REIGL ROAD

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits  
  
The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

- 9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

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 the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

2/6/2007  
\_\_\_\_\_  
Date

JERRY G. HUDSON  
\_\_\_\_\_  
Print Name

OWNER  
\_\_\_\_\_  
Title



## YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

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

The included employee benefits are:

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

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

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

### **You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento, Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



## YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento, Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

### **Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

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

**FOLLOWING FORMS TO BE FILLED OUT**

**AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**