CITY OF ALBANY

REQUEST FOR PROPOSALS (RFP)
FOR
JANITORIAL SERVICES FOR CITY OF ALBANY FACILITIES

April 4, 2018

Dear Proposed Vendor:

The City of Albany is soliciting written proposal from qualified firms for janitorial services for our Administrative Office, EOC Building, Police Station both located at 1000 San Pablo Ave. Community Center and Library located at 1249 Marin Ave. Senior Center located at 846 Masonic, Senior Youth Annex located at 842 Masonic Ave, Public Works Service Center located at 540 Cleveland Ave, Ocean View Child Care Center located at 900 Buchanan Ave, Memorial Park Child Care Center located at 1331 Portland Ave, Peggy Thompson Park Restrooms on 700 Pierce Street, Albany, CA. As a Request for Proposal (RFP) this is an invitation to bid and, although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). Proposals must be received no later than 2:00 pm, Thursday, May 10, 2018. All responses must be in a sealed envelope and have “Janitorial Services for City of Albany” clearly marked on the outer most mailing envelope. PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY. Please submit one original and two copies of the proposal as follows:

Mail or Hand Deliver To: Public Works Service Center
540 Cleveland Ave,
Albany, CA 94710
Attn: Gale Rossi

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

A pre-bid site walk through of all the Cities facilities will be conducted on Thursday, May 3, 2018 at 9:00 a.m. Vendors who attend this walk through and must sign in between 8:45 and 9:00 a.m. Please meet at the Council Chambers located at 1000 San Pablo Ave, Albany.

For questions concerning the anticipated work, the walk through or scope of the project, please contact Gale Rossi via email at grossi@albanyca.org or at (510) 524-8170.

We look forward to receiving and reviewing your proposal. Sincerely,

[Signature]

Gale Rossi
Facilities and Maintenance Manager
I. **BACKGROUND /SUMMARY/or INTRODUCTION**

It is the intent of this specification to secure a contract for professional janitorial services, which will provide necessary routine interior cleaning, and specified building maintenance services for the City of Albany.

Contractor will use “environmental preferable” cleaning products when available for the required cleaning. All individuals performing on the project must clear a criminal background check.

Employees must refrain from use of any City of Albany telephones, photocopy machines, fax machines, computers or other equipment in the office.

II. **SCOPE OF SERVICES**

1. Scheduling of work. The contractor shall provide janitorial services Monday through Sunday evenings (after 6:00 p.m.) Days of the week by facility are noted on Exhibit C.

2. Regular Daily Services Required. Contractor shall furnish a crew of reliable and experienced janitors to perform all night janitorial services to accomplish the following janitorial and building maintenance services:
   
   i. Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers on a daily basis.
   
   ii. Clean by sweeping and/or dust mop all floors, including halls and interview rooms. Vacuum all carpeted areas. Spot clean or damp mop all spots/stains. Return furniture, chairs, etc. to their appropriate location.
   
   iii. Clean and disinfect the drinking fountain and all kitchen and bathroom sinks.
   
   iv. Clean all marks, and smudges from the reception windows, counters, chairs, and other furniture in the lobby area.
   
   v. Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant. Damp mop lavatory floor area with a germicidal solution. Clean mirrors and bright metal. Spot clean walls around sinks, urinals and toilet bowls. Refill all soap, towel and paper product dispensers. Dust top of lavatory partitions.
   
   vi. Wash both entrance door glass and frames to remove hand marks and smudges.
   
   vii. Remove and deposit trash in the designated containers daily. Empty recycle bins and shredders at each work station daily. On the night before pick-up for trash and recyclables, place containers in the appropriate pick-up area.
   
   viii. Leave written notice of any irregularities noted during servicing, i.e. defective plumbing fixtures, electrical problems, burned-out lights and breakage or damage to bulbs.
   
   ix. Turn our all lights except those required and designated to be left on. Set automated alarm system upon completion of janitorial service.
3. Weekly Service. Contractor shall perform the following services during the 6th day of service:
   i. Clean the microwave ovens in Kitchens.
   ii. Clean and disinfect the table in the employee lounges
   iii. Clean windows/glass in conference rooms

4. Quarterly Service. Contractor shall perform the following services each quarter:
   i. Dust/wax each desk top
   ii. Dust/wax tops of all filing cabinets
   iii. Wipe down/disinfect chairs in lobby
   iv. Strip and wax VCT floors
   v. Move all telephone and electrical cords and sweep and/or vacuum all walking surfaces
   vi. Clean all trash containers with detergent
   vii. Wipe/clean/ remove any visible dust from heating/air conditioning vents

5. Semi Annual Service. Contractor shall perform the following services every six months
   i. All carpeted areas shall be steam cleaned or shampooed, using industry approved
      cleaning methods and equipment
   ii. Clean all windows in building interior and exterior
   iii. Remove all cobwebs from corners, ceilings and window frames

6. Work not included
   i. Contractor shall not be required to wash any dishes, pots, pans, or kitchen utensils as part
      of his/her work.
   ii. Exterior Park Restrooms located at Terrace Park, Memorial Park, and Ocean View Park.

7. Supplies and Equipment.
   i. The City of Albany will supply all the restroom and employee lounge supplies such as
      paper towels, toilet paper and liquid, anti-bacterial hand soap and are not part of this
      contract.
   ii. The Contractor is responsible for all janitorial supplies and equipment necessary to
      properly perform the above work. These supplies and equipment consists of mops,
      dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring
      powders, disinfectants, wax, wax machines, shampoo or steam cleaning equipment, and
      commercial grade approved disinfectant.
   iii. Contractor to provide a fragrant air freshener in the employee rest room; Contractor may
       use unscented or lightly scented products, if desired, in all other areas of the office.
   iv. Limited space is available for contractor to store basic equipment and supplies on site.

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

Provide a list of at least three (3) references documenting your experience. Each reference should include the individuals name, title and a current telephone number. In addition, please provide:

a. A listing of all buildings where the company is currently providing janitorial services; and
b. Information on the experience and/or qualifications of personnel to be assigned to project;

Individuals identified as references will be assured of anonymity to the fullest degree possible under the Freedom of Information Law.

IV. QUANTITIES BY FACILITY

See attachment “A” and “B”

V. ADDITIONAL INFORMATION

City of Albany retains the right to request any additional information pertaining to the company ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

VI. SELECTION CRITERIA

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

1. References 15 points
2. Costs 30 points
3. Interview 20 points
4. Experience in sensitive environments 25 points
5. Local Business 10 points

A selection panel will be convened of to evaluate the proposals.
VI. PAYMENT

Invoices must be fully itemized and provide sufficient information for approving payment and for auditing purposes. Invoices must be accompanied by receipt for services in order for payment to be processed. Invoices shall reference contract number and project title and shall be mailed to the Facilities Maintenance Manager.

Example:  
City of Albany  
540 Cleveland Ave  
Albany, CA 94710

The City of Albany will make payment to the vendor within 30 days of receipt of a correct and complete invoice.

VII. OTHER REQUIREMENTS

A. City of Albany Living Wage Ordinance:

The COA requires that all contractors comply with the City of Albany Living Wage Ordinance. The Living Wage rate is currently $11.39 (if medical benefits are provided) or $13.28 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

B. Worker’s Compensation Insurance:

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

(Worker’s Compensation Insurance cannot be waived for any person who employs others.)

C. Business License

Virtually every contractor that does business with the COA must obtain a City of Albany business license. The business license requirement applies whether or not the contractor has an office within the City limits. Vendor must apply for a City business license and show proof of application within seven days of being selected as intended contractor.
VIII. SCHEDULE (dates are subject to change)

Issue RFP to potential bidders: April 4, 2018
Mandatory walk through May 3, 2018
Deadline for Proposals May 10, 2018
Interviews May 16, 2018
Board Approval of Contract June 4, 2018
Award of Contract June 5, 2018
Start of Contract July 1, 2018

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

VIV. EXHIBITS AND ATTACHMENTS

- Janitorial Specifications
- Janitorial Specifications for the Library
- Schedule Days of Week for Cleaning
- Additional Billable Work
- Insurance Requirements
- Draft Copy of Contract
- Recycling Program
- Quantities of Facilities
- Floor Plans of Facilities

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F
Exhibit G
Attachment A
Attachment B

END OF REQUEST FOR PROPOSAL
EXHIBIT A
JANITORIAL SPECIFICATION

Provided for: City of Albany

Property Locations: Administration, Community Center, EOC Building, Memorial Park Child Care, Ocean View Park Child Care Center, Police Station, Senior Center, Senior Youth Annex, Peggy Thompson Park, and Public Works Service Center.

COMMON AREAS, OFFICES:
DAILY SERVICES

1. Dump trash, replace the plastic trash liner as needed and dispose of trash in designated area. Keep trash enclosure gates closed. Keep the trash disposal area neat and clean. Remove all empty and full boxes marked "Trash." Provide janitorial trash notices.

2. Dust desks (if cleared), counters, file cabinets, tables, credenzas and other office furniture. Remove marks and stains from desk and counter surfaces as needed and as permitted. Do not touch papers, personal items, computers, terminals, printers and related equipment. Dust computer rooms with a treated cloth.

3. Spot vacuum, all traffic areas; remove carpet spots as much as practical. A carpet spot is defined as a spot the size of a quarter. (Notify City if spots cannot be removed)

4. Dust mop vinyl tile, concrete, and other hard flooring, spot mop as needed. Use a germicidal solution on all hard floor surfaces as needed.

5. Spot clean partition glass, entrance door glass and private office entrance doors and glass. Clean entrance threshold metal and lobby metal, which is not protected. Spot clean walls, doors, doorframes, light switches, cabinets and partitions.

6. Bathroom Specifications (5 Day detailed cleaning) listed on “Page 3.”

7. Dust and remove debris from all door thresholds.

8. (5 Day) Recycling Program Specifications listed on Attachment B

9. Detail clean lobby floor and furniture. Dust lobby windowsills and baseboard. Keep lobby metal, doors and furniture free of spots, dust and marks.

10. Return chairs and wastebaskets to their proper position.

11. Clean, sanitize and polish drinking fountains.

12. Remove debris from all entrances and office planters.
13. Keep main entrance free of debris. Sweep and clean walkways, front and back.

14. Keep janitorial closets neat and orderly.

15. Upon completion of work turn off all lights as directed. Report all maintenance requirements such as broken doors, locks, windows, restroom fixtures, lights and related building fixtures.

16. Dust and remove marks from Conference Room tables, and chairs. Food or drinks left over following meetings in the conference rooms will be disposed of if left prior to your designated time.

17. Wipe down handrails and dust mop stair well landings and stairs.

18. Spot clean Walls (Remove marks) from walls in all hallways for all facilities

19. Spot clean Carpets (Remove marks size of one quarter or smaller) from carpet. Notify City if spots cannot be removed

**WEEKLY SERVICE, ONCE PER-WEEK:**

i. Clean the microwave ovens in Kitchens.

ii. Clean and disinfect the table in the employee lounges

iii. Clean windows/glass in conference rooms

iv. Vacuum all carpeted areas

v. Completely clean and polish entrance doors and thresholds

vi. Dust all doorjamb, windowsills and wood panel molding

vii. Wash trash receptacles in the lunch rooms

viii. Dust picture frames

ix. Clean entire surface of the entrance glass

x. Dust and spot clean tables, desk and counters when cleared

**QUARTERLY SERVICES**

xi. Dust/wax each desk top

xii. Dust/wax tops of all filing cabinets

xiii. Wipe down/disinfect chairs in lobby

xiv. Strip and wax VCT floors

xv. Move all telephone and electrical cords and sweep and/or vacuum all walking surfaces

xvi. Clean all trash containers with detergent

xvii. Wipe/clean/remove any visible dust from heating/air conditioning vents

**SEMI ANNUAL SERVICES**

i. All carpeted areas shall be steam cleaned or shampooed, using industry approved cleaning methods and equipment

ii. Clean all windows in building interior and exterior

iii. Remove all cobwebs from corners, ceilings and window frames

JANITORIAL SPECIFICATIONS CITY OF ALBANY:
RESTROOMS
Daily (unless noted otherwise)

1. Dump trash and replace the plastic trash liner as needed.
2. Sweep or dust mop tile floor. Wet mop using a germicidal solution.
3. Clean and disinfect sinks, showers, urinals, toilet bowls, toilet sinks and counters.
4. Clean mirrors and dust tops of partitions and lights. Dust doors and door jambs as needed but not less than twice weekly.
5. Spot clean walls, doors and partitions. Keep doors cleaned and polished.
6. Refill all paper, soap and sanitary supply containers. Replace air freshener as needed.
7. Keep vents clean. (AT LEAST ONCE WEEKLY)
8. Wipe off and polish all metal fixtures.
9. Pour water down floor drains as needed. (AT LEAST ONCE WEEKLY)
10. De-scale toilets, sinks, shower areas and urinals as required.
12. Clean sinks, cleared counters, break room area sinks, tabletops, chairs and outside of the cabinets.

Note: The City is currently using clear liners for Organic and Paper/Bottles and Cans recycle units, and black liners for all wet trash.

NOTE:
INCLUDED IN THIS MONTHLY BID IS COST FOR RECYCLING AS DETAILED IN THE RECYCLING PROGRAM EXHIBIT “F”

TOTAL MONTHLY COSTS FOR EXHIBIT A $ ______________
EXHIBIT B
JANITORIAL SPECIFICATIONS

Provided for: City of Albany
Property Locations: Library 1247 Marin Avenue

A. General Cleaning

To be performed daily:
1. Clean public desks, chairs, tables, study carrels, counters, cabinets and bookcases of dust, dirt, fingerprints, foreign and unsightly manner.
2. Counter and table tops to be wet cleaned
3. Computer Monitors to be feather dusted
4. Empty waste baskets, kitchen garbage cans, and recycling cans and remove waste from building. Sort waste into correct waste containers.
5. Keep central garbage area clean and notify Library staff when dumpsters not picked up on scheduled days.
6. Line waste baskets with recyclable liners. Wash/clean waste baskets as required. Waste every day, recycle as needed.
7. Remove fingerprints, graffiti tape, gum and other marks from doors, mirrors, walls partitions, wood trim and other vertical surfaces.

To be performed monthly by separate utility crew:
1. Dust all window blinds.
2. Dust partitions, ledges, baseboards, shelving and remove cob webs. (12’ to 15’ extension to duster may be required)
3. Dust high areas, including top of shelving and remove cobwebs. (12’ to 15’ extension to duster may be required)
4. Sanitize tables in the Edith Stone meeting room (clean when tables are down)

B. Lunch Room

To be performed daily:
1. Wipe tables and countertops.
2. Remove fingerprints from cabinets.
   • Vendor is not responsible for cleaning stoves, microwaves, toaster ovens, coffee makers, etc.
   • Clean kitchen sink if empty.

C. Floors
Initial carpet cleaning using extraction method of whole library.

To be performed daily:
1. Vacuum all carpet areas, including lower storage area
2. Remove gum, sticky substances from carpets, rugs and floors.
3. Spot clean all carpeted areas. Notify Library staff if spots cannot be cleaned or additional costs to clean large spots.
To be performed twice a year as scheduled by Library Staff:

1. Carpet Cleaning: Dry Carpet Cleaning Method

D. Restroom

To be performed daily:
1. Clean and disinfect lavatories, bowls, seats, basins.
2. Disinfect the walls and partitions to a height of four (4') feet from the floor.
3. Clean and polish mirrors, dispensers, containers, fixtures and fittings.
4. Clean and disinfect floors and leave a non-slip surface.
5. Refill dispensers.
6. Clean floor drains, flush with water.

E. Windows

To be performed weekly:

1. Wipe down inside of glass at Stone Room windows.

F. Light Bulbs & Fluorescent Tubes - Handled By the City of Albany Staff (not Township)

G. Using ladders, vacuums and dusting equipment, clean all ceiling HVAC vents and ceiling lights in the Library one time per year in the month of April. Vendor to give two week notice before commencement of work.

H. Sanitize between 5 and 15 tables maximum in the Edith Stone meeting room (clean monthly when tables are down only) Township is not required to take tables down.

Special Services:

1. One Initial carpet cleaning using extraction method of whole library: Alameda County is requesting this service to be performed at start of contract.

2. Two times during the year additional Carpet Cleaning is included. This will be the Dry Carpet Cleaning Method not the extraction method noted above.

CARPET CLEANING NOTE: Price includes moving items away from the windows but not putting items back in their exact location. Exact placement will be performed by Library staff. We will do our best to place items back in the exact area but there is no guarantee of exact placement.

Extra Services upon request:

1. Added cleaning of carpets in all of library using shampoo method to maintain carpets
   COST _______ each cleaning

2. Interior and Exterior Cleaning of Appliances in Kitchen
   COST _______ per cleaning

3. Interior and Exterior Window Cleaning of Perimeter Windows:
   COST _______ per cleaning
NOTE: This includes moving items away from the windows but not putting item back in their exact location. Exact placement will be performed by Library staff. We will do our best to place items back in the exact area but there is no guarantee of exact placement.

   COST __________

5. Blinds Cleaning- Remove, wipe down and replace 17 sets of blinds in Library and Edith Stone Room  
   COST __________

NOTE:
INCLUDED IN THIS MONTHLY BID IS COST FOR RECYCLING AS DETAILED IN THE RECYCLING PROGRAM EXHIBIT “F”

TOTAL MONTHLY COSTS FOR EXHIBIT B  $ _______________
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EXHIBIT D

ADDITIONAL BILLABLE WORK

Utility Work

Utility Work will be done on an as needed basis. All Utility work will be billed at $_____ per hour or based on the lump sum estimates below. It is the Contractor’s responsibility to track utility work. City of Albany purchase order will be required for additional work authorization.

1. Cleaning of Blinds (each) $_______
2. Dusting Ceiling Fans $_______
3. Spot clean carpets (24” sq. area) $_______
4. Extract Carpets (sf) $_______
5. Strip and wax VCT flooring (sf) $_______
6. Scrub and detail cleaning of bathroom (1) $_______

Utility – Estimates Per Facility- Pricing Listed Below by Building

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2. VCT $ _____

G. Public Works Service Center
   1. Extract Carpets $ _____
   2. VCT $ _____

H. Senior Youth Annex
   1. Extract Carpets $ _____
   2. VCT $ _____

I. EOC Building at City Hall
   1. Extract Carpets $ _____
   2. Lobby Tile Floors $ _____
EXHIBIT “E” INSURANCE REQUIREMENT

CONTRACTOR shall procure and maintain for the duration of the contract such insurance, in the forms and amounts specified by CITY, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE. CONTRACTOR shall maintain minimum limits of Insurance as follows:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.


B. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, consultants and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B. OTHER INSURANCE PROVISIONS. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, consultants, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operation. General liability coverage can be proved in the form of an endorsement to the CONTRACTOR’S insurance or as a separate owners policy. Wording for additional insured must state the following: General Liability Excludes Claims Arising Out of the Performance of Professional Services. Project Name/Number: _____ Name of Contractor ____. The City of Albany, its Officers, Officials, Employees, Consultants and Volunteers are additional insureds as respects to General & Automobile Liability per policy form wording. Such insurance is Primary & Non Contributory.”

Professional Services CONTRACTOR Agreement 2010
2. For any claims related to this project, the contractor’s insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days’ prior written notice by certified mail, return receipt requested has been given to the CITY.

D. ACCEPTABILITY OF INSURERS. Insurance is to be placed with a current A.M. Best’s rating of no less than A:II.

E. VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the entity’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage required by these specifications at any time.

F. SUBCONTRACTORS. CONTRACTOR shall include all subcontractors as insureds under its policies or each subcontractor shall furnish separate certificates and endorsements. All coverages for subcontractors shall be subject to all of the requirements stated herein.
EXHIBIT "F"
DRAFT COPY OF CONTRACT

AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
THE CITY OF ALBANY
AND

FOR:
JANITORIAL SERVICES

This AGREEMENT FOR CONTRACTOR SERVICES ("AGREEMENT"), is made and entered into this ___ day of _____________ 2018 by and among the City of Albany a California charter city ("CITY") and ________________________, an individual ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of three (3) years from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONTRACTOR agrees to perform the services set forth in EXHIBITS "A, B, C, D, and E" and Attachment A and B made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A, B, C, D or E", unless such additional services are authorized in advance and in writing by the City Council or City Administrator of CITY. CONTRACTOR shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONTRACTOR the amounts specified in EXHIBIT "A, B, and D" JANITORIAL SPECIFICATION and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed for any reason the amount of $________(Exhibit A) and $_______ (Exhibit B), unless additional compensation is approved in writing by the City Council or City Administrator.

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Each month CONTRACTOR shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: City of Albany Facilities and Library, CITY shall independently review each invoice submitted by the CONTRACTOR to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONTRACTOR for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONTRACTOR which are disputed by CITY, CITY will use its best efforts to cause CONTRACTOR to be paid within thirty (30) days of receipt of CONTRACTOR's invoice.

Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONTRACTOR’s work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONTRACTOR’s work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONTRACTOR’s work shall be deemed to have been accepted. CITY’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONTRACTOR’s work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONTRACTOR in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONTRACTOR. Upon completion, expiration or termination of this AGREEMENT, CONTRACTOR shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONTRACTOR’S BOOKS AND RECORDS.

CONTRACTOR shall maintain any and all documents and records demonstrating or relating to CONTRACTOR’s performance of services pursuant to this AGREEMENT. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation.

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of the services provided by CONTRACTOR pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONTRACTOR’s address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONTRACTOR’s business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONTRACTOR.

(a) CONTRACTOR is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONTRACTOR shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR’s exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s officers, employees or agents, except as set forth in this AGREEMENT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR’s officers, employees or agents are in any manner official, officers, employees or agents of CITY.

(c) Neither CONTRACTOR, nor any of CONTRACTOR’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY’S employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONTRACTOR shall employ, at a

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minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONTRACTOR under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONTRACTOR shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONTRACTOR shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this AGREEMENT. CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Administrator. CONTRACTOR agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONTRACTOR is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONTRACTOR is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.
SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONTRACTOR in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives CITY notice of such court order or subpoena.

(c) If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney fees, caused by or incurred as a result of CONTRACTOR's conduct.

(d) CONTRACTOR shall promptly notify CITY should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed hereunder. CITY retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONTRACTOR's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONTRACTOR, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

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(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONTRACTOR has agreed to indemnify INDEMNITEES as provided above, CONTRACTOR, upon notice from CITY, shall defend INDEMNITEES at CONTRACTOR's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONTRACTOR under SECTION 16 shall ensure CONTRACTOR's obligations under this section, but the limits of such insurance shall not limit the liability of CONTRACTOR hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 16. INSURANCE.

CONTRACTOR agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "E" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONTRACTOR agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONTRACTOR under this AGREEMENT. In recognition of that interest, CONTRACTOR shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONTRACTOR's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONTRACTOR shall make every reasonable effort to maintain the stability and continuity of CONTRACTOR's staff assigned to perform the services required under this AGREEMENT. CONTRACTOR shall notify CITY of any changes in CONTRACTOR's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.
(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONTRACTOR. In the event such notice is given, CONTRACTOR shall cease immediately all work in progress.

(b) CONTRACTOR may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONTRACTOR shall cease immediately all work in progress.

(c) If either CONTRACTOR or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONTRACTOR, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONTRACTOR or CITY, all property belonging exclusively to CITY which is in CONTRACTOR’s possession shall be returned to CITY. CONTRACTOR shall furnish to CITY a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONTRACTOR is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONTRACTOR.

SECTION 21. EXCUSABLE DELAYS.

CONTRACTOR shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONTRACTOR. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" and EXHIBIT "B", "SCOPE OF SERVICES", shall be furnished to CONTRACTOR in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:
To CITY: Anne Hsu, Interim City Clerk
City of Albany
City Administration Department
1000 San Pablo Avenue
Albany CA 94706

To CONTRACTOR:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONTRACTOR represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONTRACTOR and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONTRACTOR shall not constitute a waiver of any of the provisions of this AGREEMENT.
SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the “time specified” in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A, B, C, D, and E" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONTRACTOR and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:  

By ________________________________ 
Nicole Almaguer City Manager

CONSULTANT:

By ________________________________ 
Contractor

Name: ________________________________
Title: ________________________________

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Revised 01/09/18
APPROVED AS TO FORM:

Craig Labadie, City Attorney
Exhibit “G”

CITY OF ALBANY RECYCLING PROGRAM

The key elements included in the City of Albany recycling program are as follows:

Responsibility of City of Albany Staff:

a. Included: Staff to collect recycled white, computer paper and cardboard at central collection points on each floor. Recycle bins are existing with at least one white paper/newspaper bin for every 5,000 square feet of office space.
b. Included: Staff to collect recycle cans and bottles in lunch rooms and break rooms. Recycle bins to be provided by the City of Albany.
c. Included: Staff to collect Composting/Food Waste in lunchrooms and break rooms. Staff will pick up in lunch rooms and break rooms. Recycle bins to be provided by the City of Albany.

Scope of Work:

Community Center:  
Upstairs:
1. Several three-bin conjoined cans throughout the property for wet trash, paper and bottle recycling and food waste.
2. Room #2- cans; one for landfill, one for recycling, one for landfill.
3. Staff Lounge- 1 blue recycle bin and 1 wet trash bin.
4. Large Kitchen-1 blue recycling barrel and 1 Organic recycling can.
5. Assorted under desk blue recycling bins.
Downstairs
1. EOC- 1 Wet trash, 1 Organics and 1 Recycling
2. Craft Room- 1 wet trash can in Craft Room.

Library:  
1. Several recycling bins under the writing desks in front part of library.
2. Conference Room- 2 Wet trash bins, 2 recycle bins.

Senior Center:
1. 1 wet trash can in lobby
2. Multi-Purpose Room- 1 Recycle bin, 1 wet trash bin, 1 Organics bin
3. Small Kitchen/Gym Floor- Several bins for wet trash, organics and recycling.
4. Large Kitchen- 1 wet trash bin, 1 blue recycling bin (paper, cans and bottles) and 1 Organic recycling can.
5. Assorted under desk wet trash and blue recycling bins.

Senior Youth Annex:  
1. 2 Organic Recycling Bins, 3 blue. paper, cans and bottle bins, and 3 wet trash bins are utilized.
City Hall:
1. Kitchen-1 Organic, 1 blue bin for paper, cans/bottles, 2 wet trash cans, 1 area for cardboard recycling.
2. Copy Room-1 white paper recycle bin, 1 wet trash bin.
4. Assorted under desk wet trash and blue recycle bins.

Police Department:
1. Kitchen-1 Organic, 1 blue bin for paper and cans/bottles, 1 wet trash can.
2. Restroom-paper towel recycle bin.
3. Assorted under desk wet trash and blue recycle bins.

Child Care Center (Memorial Park):
1. 1 blue recycle bin, 3 wet trash cans, 1 wet trash can in bathroom and 1 Organic recycling can in Kitchen

Child Care Center (Ocean View):
1. 1 blue recycle bin, 3 wet trash cans, 1 wet trash can in bathroom and 1 Organic recycling can in Kitchen

Kiss Care Center (Memorial Park):
1. 1 blue recycle bin, 3 wet trash cans, 1 wet trash can in bathroom and 1 Organic recycling can in Kitchen

Public Works Service Center:
1. Kitchen-1 Organic, 1 blue bin for paper and cans/bottles, 1 wet trash can.
2. Copy Room-1 blue paper recycle bin, 1 wet trash bin.
3. Restroom-paper towel recycle bin.
4. Assorted under desk wet trash and blue recycle bins.
5. Crew Room 1 blue bin for recycling and assorted under desk wet trash cans.

Responsibility of Janitorial Staff:

All janitors must be trained and receive on-going training regarding the proper disposal of the different bins at the dumpster/loading dock areas. The City is currently using clear liners for Organic and Paper/Bottles and Cans recycle units, and black liners for all wet trash as instructed by the City of Albany.

NOTE: Janitors must be instructed to not pull items out of Organic or Paper/Bottles and Cans recycling units if contaminated with other products. This is to ensure janitor safety and insurance compliance. If those types of units are contaminated, they must be treated as regular trash and disposed of accordingly. Ongoing employee education is critical to ensuring all items go in the proper trash or recycling units.
### City of Albany
#### Quantities at each Facility

**City of Albany Facilities**

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<tr>
<th>Item</th>
<th>Unit</th>
<th>Admin Building</th>
<th>EOC</th>
<th>Police</th>
<th>Senior Center</th>
<th>Senior Youth Annex</th>
<th>Memorial Park Child Care</th>
<th>Ocean View Child Care</th>
<th>Library</th>
<th>Community Center</th>
<th>PW Service Center</th>
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POLICE/ADMIN BUILDING
1000 San Pablo Ave
15,164 SQ FT (6558 + 8,606)

CIVIC CENTER
1000 San Pablo Ave