



**Request for Proposal (RFP) for  
Janitorial Maintenance Services for Public Utilities Department (PUD) Chollas  
Buildings A & B and Warehouse Trailer  
Addendum A**

**Solicitation Number:** 10089853-22-W

**Solicitation Issue Date:** June 13, 2022

**Mandatory Pre-Proposal Conference:** June 16, 2022@ 8:00 a.m.  
PUD Water Operations Yard  
2797 Caminito Chollas, Building A Lobby,  
San Diego CA 92105

**Mandatory Site Inspection:** June 16, 2022@ 8:30 a.m.  
PUD Water Operations Yard  
2797 Caminito Chollas, San Diego CA 92105

**Questions and Comments Due:** June 21, 2022 @ 12:00 p.m.

**Proposal Due Date and Time (Closing Date):** July 8, 2022 @ 2:00 p.m.

**Contract Terms:** One (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period (s) as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

**City Contact:** Michael Warner  
Supervising Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
[MWarner@sandiego.gov](mailto:MWarner@sandiego.gov)  
(619) 236-6154

**Submissions:** Proposer is required to provide three (3) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

**Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.**

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089853-22-W,  
Janitorial Maintenance Services for the Public Utilities Department (PUD), Chollas Buildings  
A & B and Warehouse Trailer**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089853-22-W, Janitorial Maintenance Services for the Public Utilities Department (PUD), Chollas Buildings A & B and Warehouse Trailer (Contractor).

**RECITALS**

On or about 6/13/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Janitorial Maintenance Services for Public Utilities Department (PUD) Chollas Buildings A and B and the Warehouse Trailer as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Public Utilities Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

David Magpali, Building Service Supervisor  
2392 Kincaid Rd., San Diego, CA 92101  
619-980-2916  
[DMagpali@sandiego.gov](mailto:DMagpali@sandiego.gov)


**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of

the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed ~~\$720,000.00~~   
*(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

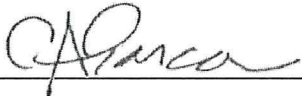
**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

NMS Management, Inc.  
Proposer

BY:   
\_\_\_\_\_

155 W. 35th St., Suite A  
Street Address

Print Name:

National City, Ca. 91950  
City

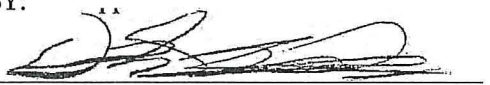
Claudia C. Abarca  
Director, Purchasing & Contracting  
Department

(619) 425-0440  
Telephone No.

March 2, 2023  
Date Signed

nmsmanagement@msn.com  
E-Mail

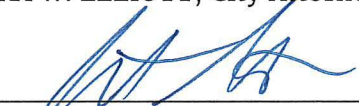
BY:

  
\_\_\_\_\_

Approved as to form this 14 day of  
March, 20 23.  
MARA W. ELLIOTT, City Attorney

Signature of  
Proposer's Authorized  
Representative

David M. Guaderrama  
Print Name

BY:   
\_\_\_\_\_ Deputy City Attorney  
Justin Stanek

Director of Business Development  
Title

7/5/22  
Date



**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.2.1** Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.

**1.4.1** Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Living Wage Ordinance Certification of Compliance.

**2.6** Reserved.

**2.7** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

**2.12** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

**2.13** Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

**B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All

or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

#### **3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within fifteen (15) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within fifteen (15) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation.

Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>10</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Clarity and brevity of the response.	
<b>B. Qualifications and Experience.</b>	<b>25</b>
1. Experience at facilities where work of similar size and scope was performed through self-reporting in this RFP.	
2. Qualifications of proposer’s organization and staff including current workforce.	
3. Proposer’s ability to provide adequate management and supervision.	
4. Knowledge and understanding of the scope of work and the capability to effectively meet the City’s needs.	
5. Quality of Professional references and experiences at public facilities with projects of similar size and scope as verified through professional references.	
6. Experience and qualifications of key personnel, including but not limited to, management team and on-site supervisors.	
7. Experience and track record of clients and projects of similar size and work scope, experience in public agency projects a plus.	
<b>C. Service Approach and Methodology.</b>	<b>35</b>
1. Approach shows an understanding of the Scope and meets the requirements and needs of City of San Diego Public Utilities Department.	
2. Staffing plan; quality of the work plan and procedures.	
3. Detail, Clarity, and viability of plan which demonstrates an understanding of requirements.	
<b>D. Price.</b>	<b>8</b>
<b>E. Mandatory Demonstration/Presentation with Key Personnel.</b>	<b>22</b>

	MAXIMUM EVALUATION POINTS
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City’s requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City’s requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City’s protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City’s determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.



**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Bond.** A bond as described in Exhibit B.

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**CITY OF SAN DIEGO**

**PURCHASING & CONTRACTING DEPARTMENT**  
**1200 Third Avenue, Suite 200**  
**San Diego, CA 92101-4195**  
**Fax: (619) 236-5904**

**ADDENDUM A**

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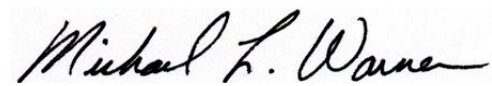
Closing Date: **July 8, 2022**  
@ 2:00 p.m.

Proposal for furnishing the City of San Diego with **Janitorial Maintenance Services for Public Utilities Department (PUD) Chollas Buildings A & B and Warehouse Trailer**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet.
2. Remove the original Signature Page (pg 3) and replace with the attached Addendum A, Signature Page.
3. Add one (1) page "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this ITB.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Michael L. Warner  
Supervising Procurement Contracting Officer  
Purchasing and Contracting

July 1, 2022



**Request for Proposal (RFP) for  
Janitorial Maintenance Services for Public Utilities Department (PUD) Chollas  
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4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
City

\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

\_\_\_\_\_  
Print Name

BY:\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RFP 10089853-22-W, Janitorial Maintenance Services for Public Utilities Department (PUD)  
Chollas Buildings A & B and Warehouse Trailer  
Questions and Answers**

**Question 1:** Who is the current contractor? Current pricing?

Response: There is no current Contract.

**Question 2:** Who is the current contractor?

Response: There is no current Contract.

**Question 3:** What is the CURRENT MONTHLY CHARGE of the current contractor?

Response: There is no current Contract.

**Question 4:** Term of the current contract.

Response: There is no current Contract.

**Question 5:** What is the square footage of EACH LOCATION to be cleaned?

Response: Please refer to Attachment A of the RFP.

**Question 6:** Is there additional location or scope of work added from the previous contract?

Response: There is no current Contract.

**EXHIBIT B**  
**SCOPE OF WORK**

**A. BACKGROUND.** The City is seeking a contractor to provide complete Janitorial Maintenance Service for Public Utilities Department (PUD) Chollas Buildings A & B and the Warehouse Trailer, located at 2797 Caminito Chollas, San Diego, CA 92105.

Contractors are advised to note the conditions and challenges that each site poses so that they are able to be fully responsive to the requirements. Some buildings have challenging architectural design, materials, and surfaces relative to janitorial maintenance service. Refer to Attachment A for a facility description for each site.

**B. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTIONS.** Proposers are required to attend the mandatory pre-proposal conference and the mandatory site inspections for all facilities listed on the "Site Visit Order and Locations" table below.

- 1. Proposal Conference.** The pre-proposal conference will be held in PUD Water Operations Yard, 2797 Caminito Chollas, Building A Lobby, San Diego CA 92105 on Thursday, June 16, 2022 at 8:00 a.m. Proposers should allow up to (2) hours for the pre-proposal conference and site inspections.
- 2. Mandatory Site Inspections.** The mandatory site inspections will occur immediately following the mandatory pre-proposal conference. The mandatory site inspections shall be the only opportunity for Proposers to walk the site with City staff.

Failure to attend both the mandatory pre-bid conference and the mandatory site inspections for all facilities shall deem a proposal submittal non-responsive.

Following the Centers for Disease Control and Prevention's guidance all personnel attending the mandatory pre-proposal conference and mandatory site inspections are required to wear a face mask at all times during the conference and site inspections. Face coverings includes masks (purchased or homemade), bandanas, scarves and neck gaiters and must cover both the nose and mouth.

Proposers are responsible for inspecting the work sites to verify site conditions and size of areas to be serviced. Failure to do so will not relieve the Proposer of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the sites.

By submitting a proposal, Proposer acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

Information provided by the City during either the mandatory pre-bid conference or the mandatory site inspections is not intended to be a substitute for, or a supplement to, the independent verification by the Proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the Proposer. Proposer acknowledges that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a proposal.

**C. CONTRACTOR COVID-19 SELF-CERTIFICATION VACCINATION LETTER.** Per City Ordinance No. O-21398, effective January 3, 2022, all City contractors who interact in person with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors are required to be fully vaccinated against COVID-19 as a condition for provision or continued provision of contracted services. Contractors are required to self-certify that the members of their workforce reporting to work at a City facility are fully vaccinated. The requirements covered under O-21398 and the Self-Certification Vaccination Letter are attached hereto as Exhibit E.

**D. BACKGROUND CHECK REQUIRED.** Prior to starting work on this contract, and during the term of this contract, Contractor is required to provide proof that all janitorial staff, including supervisors, management, and subcontractors, assigned to this contract have passed a minimum of a Live Scan background check. All costs associated with the Live Scan and any other background checks will be borne by the Contractor. The Contractor is responsible for obtaining the Live Scan or any other backgrounds checks. The Contractor may contact the California Department of Justice for guidance in this matter.

Janitorial maintenance personnel with outstanding wants or warrants will not be accepted unless wants and warrants are cleared. Janitorial maintenance personnel with felony records will not be accepted. The City's decision in this matter will be final.

Prior to the start of this contract, the Contractor must provide the Technical Representative, or designee, with the names of all staff, including supervisors and subcontractor staff, who have passed the required background check and who are assigned to this contract. Prior to any changes in assigned personnel the Contractor will provide the Technical Representative, or designee, with an updated list of janitorial staff, supervisors, and subcontractors assigned to the contract.

Upon passing the background check, the Contractor shall issue each employee who has passed the background check and who shall be working on this contract a photographic identification badge/card. The cost of this identification badge shall be borne by the Contractor. This employee identification badge/card shall be displayed on the employee's outer clothing at all times the employee is in any City facility. No janitorial staff, including supervisors and subcontractors, will be permitted in any City facility that is a part of this contract, until they have passed the background check.

Background checks may take a minimum of five (5) weeks. Therefore, during the term of the contract, the Contractor must maintain sufficient staffing to maintain the facilities while background checks are completed on new employees. For security reasons, excessive turn over will be cause for termination of this contract.

**E. CONTRACTOR'S RESPONSIBILITIES.**

- 1. Staffing.** The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required under this contract as scheduled and to the satisfaction of the Technical Representative or designee.

The Contractor shall also maintain a sufficient number of trained staff to cover vacations, illness, and emergency leave for staff assigned to this contract.



- a. **Supervision.** The Contractor shall have a minimum of one (1) qualified supervisor on site at all times while work is being performed to provide the necessary and adequate supervision and to ensure work is completed as specified in this contract. This may be a working supervisor. Prior to start of contract, the Contractor shall notify the Technical Representative, or designee, of the name of the supervisor assigned to each site. Any changes in supervision shall be submitted in writing to the Technical Representative, or designee, prior to commencement of work. Failure of the Contractor to notify the Technical Representative, or designee, of such changes may result in termination of the contract.

The Contractor shall also be responsible for ensuring that the new supervisor understands the requirements of this contract and shall schedule a meeting with the Technical Representative, or designee, and the new supervisor prior to commencement of work.

- b. **Uniforms.** Janitorial staff, including supervisors, shall work in distinguishing neat and clean uniforms provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor. At a minimum, the Contractor will furnish their employees with a shirt, or some other type of upper body wear, in a common color bearing the company's identification. Uniform shall also consist of proper footwear that fully covers the foot. Sandals and flip-flops are unacceptable footwear. Long pants shall be worn on each work shift. Shorts and cut-offs are unacceptable. Contractor's employees must look professional and have proper personal hygiene. Appropriate uniforms shall be worn at all times, including personnel who are being trained. Failure to do so may result in termination of contract.
- c. **Training.** Prior to the start of work on this contract, Contractor shall contact the Technical Representative, or designee, to obtain a copy of the Safety Data Sheet (SDS) for City-provided chemicals and shall train their janitorial staff on safety requirements to include SDS for all chemicals used for this contract (including any City-provided chemicals), Blood Born Pathogen, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Janitorial staff shall be trained in the proper use of green cleaning techniques and products.

The Contractor is required to provide a Training Certification for Janitorial Personnel (Attachment B) assigned to this contract as proof of this training. This certification must be submitted to the Technical Representative, or designee, prior to commencement of the contract. For new employees being assigned to this contract, the required certification must be provided to the Technical Representative, or designee, prior to commencement of duties. All training shall be provided at the sole expense of the Contractor. The City reserves the right to require retraining at the Contractor's expense, as determined by the City.

- d. **Certification.** Failure of the Contractor to provide the above required certification to a particular employee shall be cause for immediate removal of the employee from this contract and may be cause for termination of the contract.

The Contractor is responsible for ensuring new employees understand the requirements of the contract and are properly trained prior to starting work.

## 2. Cleaning Supplies, Chemicals and Equipment.

- a. **Contractor Furnished Supplies and Cleaning Equipment.** The Contractor shall be responsible for furnishing the equipment and supplies, such as but not limited to, mops, mop heads, mop buckets, step stools, ladders, vacuums, dusters, brooms, dust pans, sponges, and rags, required for performing specified tasks, unless otherwise noted. All materials shall be top quality by industry standards. All vacuum cleaners shall be power lifting, silent, commercial grade with micro filters. Any vacuum cleaners, power scrubbers or other power equipment provided by the contractor shall be in proper, safe working condition before use. Frayed cords or other non-safe conditions must be corrected immediately, or the machine must be removed from service at all facilities.
- b. **City Furnished Supplies.** The City shall provide all required cleaning chemicals and day-to-day janitorial supplies required on this contract, such as but not limited to, trash liners, paper towels, deodorizers, liquid or powdered hand soap, toilet paper, seat covers and shower curtains, unless Contractor is otherwise notified by the Technical Representative, or designee, during the term of this contract.

*All janitorial supplies and chemicals provided by the City are individually funded by each division and are to be stored in the specific Janitor's Closet as designated by the Technical Representative. They shall not to be removed or taken off City property or be comingled or shared between the different divisions within the department.*

Contractor shall inform the Technical Representative, or designee, in advance, of the need to replenish these supplies and the Technical Representative, or designee, will initiate the necessary Stores Requisition. The Contractor shall pick up the supplies Monday through Friday at the designated City storeroom.

Contractor shall provide a minimum of a one (1) week notice to the Technical Representative, or designee, when supplies need to be replenished.

3. **Keys, Security Access Cards, and Employee Identification Badges.** Keys, security access cards, and employee identification badges supplied to the Contractor shall not be shared or loaned out to others. They must be retained by authorized janitorial personnel to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the contract. Repeated violations of these security regulations by a Contractor's employees may be grounds for termination of this contract.

Keys, security access cards, and employee identification badges supplied to Contractor shall not be duplicated, except by the City. Lost keys, security access cards, and employee identification badges shall be reported immediately to the Technical Representative, or designee.

All keys, security access cards, and employee identification badges are the property of the City and shall be returned upon completion of the contract. If the Contractor loses any of the keys during the term of the contract or fails to return the keys immediately upon completion or termination of the contract, the Contractor shall pay the City for the cost of re-keying the locks; such costs may be retained from the final payment. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor; such costs may be retained from monthly payments.

4. **Janitorial Staff Reporting Procedures.** Janitorial personnel, including all supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on a log provided by the Technical Representative, or designee. Janitorial personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed. The log will be kept in a designated area identified by the Technical Representative, or designee. Signing in after employees are already working or signing in for other employees is strictly forbidden and may be grounds for employee termination.

The janitorial personnel shall complete the Janitor's Cleaning Checklists when tasks are completed and leave them in the designated area. The City shall provide the Contractor with a master copy of each Janitor's Cleaning Checklist (Attachment C) prior to commencement of work. The Contractor shall be responsible for ensuring copies are made available to janitorial personnel, at no additional cost to the City. City Copiers are not permitted to be used by the Contractor or Contractor's staff.

The City has no obligation to pay for services if the checklists are not completed.

5. **Contractor Response Time.** A Contractor representative, authorized to discuss matters related to this contract, must be available during normal business hours, between 6:00 a.m. and 4:30 p.m., Monday through Friday. Contractor must be available via cell phone, and/or email during these designated times.
  - a. **Emergency Calls for Call Back Services.** A supervisor or manager shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed. All actions required to resolve onsite emergencies shall be completed within four (4) hours and shall be charged at the "Call Back Services" rate submitted by the Contractor on the Pricing Schedule (Section AA). Emergency calls are defined as those where the Technical Representative, or designee, states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the time frame may result in termination of the contract.
  - b. **Non-Emergency Calls.** A supervisor or manager shall respond to non-emergency calls, or e-mails within one (1) hour of the call being placed, or the email being sent. All actions required to resolve the non-emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Technical Representative, or designee. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of the contract.

- 6. Safety Requirements.** All work performed under this contract will be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all CAL/OSHA requirements, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA.

Wet floor warning signs shall be supplied by the Contractor and properly utilized whenever a potentially hazardous floor condition exists. It is the Contractor's responsibility to ensure that adequate warning signs are posted, and all safety regulations are adhered to.

Personal Protective Equipment (PPE), including fall protection devices, as required, shall be supplied by the Contractor for janitorial staff and properly used at all times.

- 7. Safety Data Sheets (SDS).** The Contractor is responsible for ensuring that copies of all SDS are available at the work site. When the Contractor picks up City-provided chemicals from the City storeroom to be used on this contract, they shall pick up a copy of the SDSs for their work site.

For Contractor-provided chemicals, the Contractor is required to provide a SDS and applicable green certification. Contractor provided chemicals shall be approved by the City, prior to usage. Only those products whose labels and SDS clearly state the content, hazard potential, and protective measures required shall be approved for use. Proof of product certification as green may include, but not be limited to, a copy of the green certification, or product literature or label stating that the product is green certified.

Failure to comply with the above shall be cause for immediate termination of the contract for violation of safety procedures.

- 8. Environmental Management System.** Public Utilities Department complies with the voluntary environmental standard titled ISO 14001 Environmental Management Systems. This includes a commitment to Regulatory Compliance, Pollution Prevention, and Continual Improvement. The Contractor shall be aware of the ISO-14001 Environmental Management System while working at the site under contract and is expected to participate by following environmental regulations, keeping the site clean, waste minimization, recycling, and reporting any environmental issues or concerns to the site representative. Contract personnel working for or on behalf of our organization are required to be aware of and in support of these programs and goals. Information will be provided by the contract manager on an annual basis in the form of a printed document. Documented evidence, such as a sign in sheet is required to ensure the awareness training has been provided.
- 9. Janitor's Closet.** Janitorial closets/rooms, as applicable, will be maintained in a clean, disinfected, and sanitized manner to include sinks, floors, and all fixtures and fittings. Cleaning materials shall be properly maintained and stored. Buckets shall be emptied daily.

- 10. Security Precautions.** Janitorial personnel shall not allow anyone on the premises unless that person is specifically assigned by the Contractor to do janitorial service at

the facility. This rule will be strictly enforced, and non-compliance shall be cause for termination of the contract.

The Contractor will ensure that each office or facility is locked and that, as applicable, all alarm systems are turned on / enabled upon completion of each cleaning. Offices will not be left open when not attended or when cleaning is conducted out of sight of the open office. Security shall be maintained during the cleaning period and access to any office by anyone except janitorial personnel will not be permitted.

- 11. Site Inspection Upon Commencement and Turnover of Contract.** Within five (5) days upon commencement of contract, the Contractor will inspect contract sites with the Technical Representative, or designee, to determine if the sites are in compliance with the specifications. If deficiencies are identified, the Technical Representative, or designee, may authorize, in writing, a mutually agreed upon one (1) time payment to the bidder to correct the deficiencies. If work is authorized, the Contractor will bring the sites into compliance with the contract specifications and thereafter maintain them at that level.

Prior to the end of the contract period, the Technical Representative, or designee, will inspect the contract sites with the current Contractor to ensure that sites are turned over at the end of the contract period in a condition that conforms to the contract specifications. Any deficiencies found in the specified maintenance level will be noted and presented to the current Contractor in writing. All deficiencies noted will be corrected by the end of the contract period. The City will be the sole judge as to what constitutes a deficiency.

If the current Contractor fails to correct the noted deficiencies and turns over the contract sites in an unacceptable condition, as determined by the Technical Representative, or designee, the City will authorize work to bring the site into compliance with the specifications. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City will be the sole judge as to what constitutes a reasonable cost for work authorized.

- 12. Contractor Strategic Plan for Training, Staffing and Business Performance.** Proposers shall submit a written description of the proposed methods and a specific work plan explaining how they will provide the complete services as specified in this solicitation, utilizing the janitorial staff dedicated to this Contract, meeting all deadlines, and utilizing the equipment proposed by Contractor to perform the Contract. The plan shall provide for training, staffing, and operations.

Failure to provide the required and/or complete information may be cause for the Proposal to be rejected as non-responsive.

- a. The training plan shall describe in detail how Contractor will train janitors and supervisors in advance of working on this solicitation, to address areas of facility orientation, cleaning methods for assigned cleaning tasks, and use of Contractor-provided equipment. The training plan will address how Contractor will minimize janitorial and management staff turnover assigned to this solicitation, to achieve consistent cleaning results. The training plan shall also show how Contractor will train and ensure staff compliance with

and delivery of the most current policies and practices regarding the cleaning of City facilities.

- b. The staffing plan shall confirm availability of all staff, and any needed reserve staff, for all aspects of related services, and shall address staff recruiting and retention. Contractor shall provide documentation of staff retention and turnover at a facility of similar scope (in scale and type and volume of services) from within the last three (3) years. The plan shall specify the total number of janitorial, management, and supervisory staff Contractor will dedicate to the account by facility per Group, and how management will retain the indicated staff to maximize the accumulation of on-site familiarity and institutional knowledge among all staff during the contract. The staffing plan shall also include names, titles, resumes, and description(s) of duties for all Managers, including the Account Manager, and Supervisors performing work relative to this Contract.
- c. The business plan shall show Contractor can provide an adequate number of trained staff and all equipment and materials required to perform the Contract in an efficient, timely, and consistent manner. The business plan shall also present a detailed cleaning strategy clearly describing how the Contractor will manage, supervise, and clean the facility by Group, in satisfaction of the Contract. Challenges related to cleaning the facilities in satisfaction of the required specifications in this RFP shall be identified and Proposer shall provide solutions to all such anticipated challenges.

**13. Statement of Qualifications and Experience.** The following experience, qualifications and skills are required. Failure to provide the required and/or complete information may be cause for the Proposal to be rejected as non-responsive.

- a. Contractor shall submit a staffing or organizational chart showing staffing to be used, including the dedicated Account Manager, all supervisors who will supervise work, and all senior management who supervise the dedicated Account Manager, including all years of tenure of such.
- b. Contractor must have a minimum of three (3) years of experience (in the last five (5) years) conducting work of similar type, scope, and scale at facilities as those specified in this solicitation. All references shall be provided on the Contractor Standards Pledge of Compliance (under Section F, Part 7 starting on page 6 of 12).
- c. An Account Manager (Project Manager), who shall be dedicated to this Contract, must have a minimum of two (2) years of experience (in the last five (5) years) managing and conducting work of similar type, scope, and scale as those specified in this solicitation. Contractor shall submit the resume for the dedicated Account Manager.
- d. All Managers and Supervisors proposed to be involved in services at facilities in this solicitation must have a minimum of two (2) years' service in providing managerial and supervisory support in cleaning and conducting work of similar type, scope, and scale as those specified in this solicitation. Contractor

shall submit resumes for the Managers and Supervisors proposed to be involved in services for this solicitation.

**F. STATEMENT OF METHODOLOGY.**

1. Detailed explanation of all janitorial activity to be provided by the proposer. Include cleaning methods, staffing, supervision, materials consumable, man-hours, and security measures.
2. A description of specific employee training programs, proposed uniforms, employee identification methods, means of communication (cell phone, radio), emergency response, and security measures for all personnel.
3. A comprehensive cost analysis for each facility including proposer's cost for man-hours, materials, consumables, project work, and other costs associated with providing complete janitorial services in accordance with the specifications and "Statement of Janitorial Tasks and Cleaning Standards" (Section I) in each facility. This is in addition to completing the Pricing Schedule (Section AA).
4. A complete materials/consumables list. Refer to Section E (Contractor's Responsibilities), Part 2 (Cleaning Supplies, Chemicals and Equipment), Item (a) ("Contractor Furnished Supplies and Cleaning Equipment") for the type of items that would be required.
5. A detailed list of the types of cleaning equipment to be utilized in the performance of cleaning tasks, along with the age of the vacuum cleaners.
6. Demonstration of green cleaning practices, and other policies and measure which indicate environmental sensitivity.

**G. QUALITY OF WORK/INSPECTIONS.** The Contractor shall provide quality janitorial services for the sites specified herein. All work shall be performed in accordance with best Industry Standards and all facilities shall be kept clean and maintained in accordance with the Cleaning Standards specified throughout the contract period.

1. **Inspections by Contractor.** The Contractor shall perform regular and comprehensive inspections of the job site(s) to ensure that all work is completed in accordance with the specifications of this solicitation. At a minimum, these inspections shall be performed by a supervisor on a weekly basis.

The Contractor shall schedule a monthly meeting with the Technical Representative, or designee, to evaluate services performed. The Contractor shall schedule a regular monthly meeting day and time with the Technical Representative, or designee. Failure to appear for the meeting as scheduled may be cause for termination of the contract.

2. **Inspections by City's Technical Representative or Designee.** Regular inspections shall be conducted by the City's Technical Representative, or designee. Any performance deficiencies shall be noted on the Janitor's Cleaning Checklist (Attachment C) and left in the designated area. A copy will also be emailed to the Contractor.



Deficiencies must be corrected the next business day unless otherwise directed by the Technical Representative, or designee. Failure to correct deficiencies to comply with the specifications within the time specified may result in termination of the contract.

**H. FACILITY DESCRIPTION.** See Attachment A for a detailed facility description. However, these descriptions are approximate and provided for informational purposes. Accordingly, the Contractor is responsible for verifying the actual requirements. All square footages are approximate.

**I. STATEMENT OF JANITORIAL TASKS AND CLEANING STANDARDS.** The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements of these specifications. These tasks are also listed on the Janitor's Cleaning Checklist (Attachment C).

**Daily Tasks (Full Service Day):** the following tasks (Tasks 1 – 13) shall be performed on the day(s) specified in the Pricing Schedule (Section AA) at each site designated in this solicitation, unless otherwise expressly noted.

- 1. Clean Restrooms, Locker Rooms, Showers, and Janitor Closets.** Contractor shall maintain restrooms, locker rooms, showers, and janitor's closet's in a clean, disinfected, and sanitized manner using cleaning agents and/or disinfectants that are pre-approved by the City. Restrooms shall be scrubbed using anti-bacterial/anti-fungal cleaner.

Walls, wall partitions, shower curtains, flooring, floor seams, cracks, grout, wainscoting, etc., and fixtures including sinks, toilets, urinals, water closets, lavatories, floor sinks, and mop sinks shall be washed/scrubbed with quality materials using techniques which will remove and prevent soil buildup, formation or encrustation, or stains, under lids, ledges, sills, or rims. All metal fixtures and hand grab rails will be cleaned. Tile grout shall be cleaned and scrubbed to maintain clean appearance. Toilet stall partitions and door locks will be inspected and cleaned daily on both sides of the panels. Special attention will be given to the countertops to ensure its cleanliness. Entry door and stall door frames will be cleaned, with special emphasis around the hinges.

The term "clean" as used here will mean that no dirt, dust, lint, stains, spots, grease, mold, or odors can be detected on areas including floors, walls, lockers, partitions, ledges, trim, doors, moldings, shower doors, shower mats, and/or curtains or fixtures within the restroom, lockers, or showers.

- 2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers.** Contractor shall refill all dispensers for paper towels, soap, toilet paper, and toilet seat covers using City-provided material. Contractor shall provide a minimum of a one (1) week notice to the Technical Representative, or designee, when supplies need to be replenished.
- 3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines.** Contractor shall clean and sanitize drinking fountains/water dispensers/ice maker machines to remove all spots, marks, and stains. For sanitation purposes, Contractor shall not use the same rags, sponges, cloths, etc. to clean and sanitize the drinking fountains/water dispensers/ice maker machines as those that are used to clean other areas.

4. **Clean Kitchen Area/Break Room including Microwave Ovens.** Kitchen areas/break rooms shall be cleaned and sanitized including sinks, floor sinks, and countertops. All spots, marks, and stains shall be removed. Tables and chairs shall be cleaned and straightened. Contractor shall clean microwave, interior and exterior, removing all food remains, splatters, spills, and smudges. For sanitation purposes, Contractor shall not use the same rags, sponges, cloths, etc. to clean and sanitize the kitchen and microwave ovens as those that are used to clean other areas. Exterior of refrigerators (including the top) and toaster ovens (as applicable) shall be wiped clean by Janitorial staff.
5. **Damp Mop and Disinfect All Hard Surface Flooring Areas.** Contractor shall damp mop and disinfect vinyl, tile, linoleum, concrete, and other types of floor covering excluding rubber, carpet, hardwood, and sports flooring in all public and staff areas, to include but not be limited to, hallways, lobbies, restrooms, locker rooms, showers, and kitchens, to remove all spots, stains, or spills as part of normal floor care.

While damp mopping, Contractor shall take special care to not leave streaks on the floor, or cause the accumulation of soil, lint, or other material in the corners, edges, nooks, and baseboards. Water should be changed out frequently. Contractor must use clean mop water always.

6. **Sweep/Dust Mop Floors.** Contractor shall remove dirt on all non-carpeted flooring to include stairways, stairway landings, and areas under chairs, tables, and desks by one (1) or more of the following. Special attention will be given to edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.
  - a. Sweeping with a horsehair or similar type push broom;
  - b. Using a dust mop;
  - c. Using renewable commercial-type cleaning cloths; and/or
  - d. Using a heavy-duty vacuum cleaner with appropriate pick up tool.

7. **Vacuum Carpeted Floors and Rugs.** Contractor shall thoroughly vacuum all carpets and rugs to remove dirt in all offices, cubicles, and throughout the building. Vacuum cleaning shall also include the removal of all spots, stains, or spills as part of normal floor care. Rugs and carpet runners are to be straightened and adjusted.

The vacuum cleaner must use filters that prevent dust from entering the air.

Special care shall be given to edges, nooks, and baseboards to prevent accumulation of soil, lint, or other material.

8. **Routine Spot Clean Carpet.** As needed, carpet is to be kept in a stain-free condition. The Technical Representative and the Contractor shall agree as to whether carpet shampooing/extraction supersedes spot cleaning.

Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall consist of areas that are 12 square inches or less. Carpet spots shall be removed immediately with an

approved carpet cleaning solution in such a manner which will not leave rings or discoloration.

**Standard:** Spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning and return the finish of the area affected to its pre-soiled condition without evidence of occurrence or cleaning.

9. **Pick-up Litter, Trash, and Garbage.** Contractor shall pick-up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, exterior parking lots, patios, all entry ways, and walkways. Contractor shall pick-up and dispose of trash from trash cans located at the entrance and exit doors. All trash will be placed in a designated City dumpster.
10. **Empty and Clean all Wastebaskets, Trash Receptacles, and Ash Urns.** Contractor shall empty all wastebaskets, trash receptacles, ashtrays, butt cans, and sand urns inside facility and outside all lobby door entrances, patios, and breeze ways. All receptacles shall be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles shall be lined with City-provided plastic trash bags. Contractor shall place all trash bags in a designated dumpster(s). The sand in sand urns shall be sifted quarterly or as needed.
11. **Empty Recycle Containers and Bins.** Contractor shall empty all recycling bins, including but not limited to desk-side, common area, entrance and exit doors, and patios, into the designated recycling dumpster(s), as required.

Cardboard boxes shall be broken down and flattened before placing in recycling bins or dumpsters. All recycling receptacles shall be washed, when needed and as directed by the Technical Representative, or designee, to maintain them in a stain-free and odor-free condition.

12. **Clean Glass, Mirrors, and Metal Handrails.** Contractor, as needed, shall clean all interior glass including observation windows, display-type windows, display cases, glass doors, and adjoining panes, interior partitions, desk glass, mirrors, and metal handrails will be washed and cleaned. Glass surfaces shall be left clean with no fingerprints, streaks, spots, or dirt film. Care shall be taken in cleaning any surfaces covered with solar film to avoid any damage to the film.
13. **Clean Tables, Chairs, Countertops, Dry Erase/Team Boards, and where applicable Chalk Boards.** Contractor shall wipe and clean tables, chairs, countertops, dry erase (using only dry erase board cleaner or eraser), and team boards as needed, to remove fingerprints, streaks, spots, dirt film and/or writing in all conference rooms, and break rooms at each facility. Dry erase and team boards should only be cleaned/erased if specially requested by site administrators. No wax or oily polish shall be applied.

**Weekly Tasks:** The following Weekly Tasks (Tasks 14 – 22) shall be performed once per week, unless otherwise expressly noted. Tasks specified under daily requirements shall be included in the weekly tasks.

- 14. Dust.** Contractor shall dust in all offices, common, and public areas, including but not limited to classrooms, service counters, waiting rooms, conference rooms, kitchens, and break rooms etc.

Contractor shall dust desks (only when cleared of work material), hutches, tables, chairs, file cabinets, shelving, countertops, lampshades, light fixtures, pictures, lockers, telephones, map frames, moldings, ledges, switches, door frames and jambs, window sills, partitions, and any other surface that accumulates dust using a ladder where necessary. Dusting of furniture will include chair legs, table legs, frames, and bases.

Dusting will be performed using a cloth and/or vacuum cleaner. Dusting will be performed in a manner to maintain the facility in a dustless condition and free of surface spots, stains, or marks. Contractor shall not move or disturb any articles, documents, equipment, or papers, and shall only dust exposed areas.

All cobwebs shall be removed.

- 15. Vacuum and Clean Fabric Seat Cushions--.** Contractor shall vacuum seat cushions to remove all visible dirt. Special attention shall be given to prevent the accumulation of dirt, lint, or other foreign matter. Vacuum cleaning shall also include the removal of all spots, stains, or spills as part of normal care.
- 16. Floor Drains.** Contractor shall maintain floor drains so that they do not smell. Contractor shall pour approximately one (1) cup of City approved disinfectant/enzyme cleaner down each restroom floor drain, as needed.
- 17. Clean Walls, Door Frames, Jambs, and Light Switches.** As needed, Contractor shall clean, walls, doors, door frames/jambs, partitions, light switches, ledges, moldings, windowsills, wood, and metal work, to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs.
- 18. Dust Air Diffusers, Grills, Vents, and Filter Houses.** Contractor shall maintain the air diffusers, grills, and vents, including those located in restrooms to keep them clean and free of dust. These areas shall be wiped and cleaned with a damp cloth and/or vacuumed to remove dust, dirt, and debris. A ladder will be used where necessary.
- 19. Clean all Window Blinds.** Contractor shall maintain the window blinds and shades to keep them free of dust, dirt, dead bugs, and dead bug spots. Contractor shall wipe them with a damp cloth or clean with the appropriate specialized hand tool.
- 20. Sweep Pedestrian Areas.** Contractor shall sweep exterior sidewalks, pedestrian access walkways, stairs, stairwells, main entrance, and outside vestibules.
- 21. Clean Patios.** Contractor shall sweep patios and stairs, wipe down tables, chairs, and exterior handrails and empty trash.
- 22. ELEVATORS ONLY - Vacuum and Clean.** Contractor shall vacuum carpets and carpeted walls of each elevator, or if not carpeted, contractor shall dust, sweep and mop elevator floor and wipe down elevator walls to remove dirt, debris, and litter. Contractor shall wipe down and clean all handrails, doors (including outside and

inside of doors when closed), and door tracks to leave them left clean and polished with no fingerprints, streaks, spots, or spills.

**Monthly Tasks:** The following Monthly Tasks (Tasks 23 – 25) shall be performed once per month, unless otherwise expressly noted.

**23. Buff Tile, Vinyl, and Hardwood Floors.** Contractor shall buff tile, vinyl, and hardwood floors which shall include the application of high-grade wax, or other specified floor treatment. The application of wax or other specified floor treatment will be applied in a manner consistent with manufacturer's recommendations and/or instructions and applied with a high-speed buffer, if necessary (minimum 1500 RPM). Propane buffers are not to be used in any facility. Contractor shall post sufficient safety signs indicating slip hazards and or wet floor when buffing, damp mopping, scrubbing, stripping, and waxing.

Contractor shall pay special attention to and remove all scuff marks.

Contractor is responsible for removing and replacing all furniture.

**24. Machine Scrub Tile and Terrazzo Floors.** Contractor shall machine scrub the tile and terrazzo floors.

**25. Dust Exposed Ceiling Pipes.** Contractor shall dust exposed ceiling pipes at all facilities listed in this contract where applicable in offices, hallways, lobbies, and admin buildings.

**Optional Discretionary Tasks Requiring Written Pre-Authorization:** The following optional tasks (Tasks 26 – 28) shall be performed at each facility at the discretion of the City, as directed by the Technical Representative, or designee, and only after written pre-authorization. The City is not required to pay for optional tasks performed without written pre-authorization.

**26. Strip, Wax, and Buff Tile, Vinyl/Tile, and Ceramic Flooring.** Work will be performed in the manner described and include removal (stripping) of accumulated traffic stains and old wax. This work is to be accomplished by thoroughly scrubbing with a machine floor scrubber using steel wool pads, basin brush, or pads similar or equal to 3-M pads. Completely pick up cleaning water and follow with clear water rinse. Floor treatment shall be applied per manufacturer's instructions and buffed with a high-speed buffer (minimum 1500 RPM). Propane buffers are not to be used in any facility. Contractor shall post sufficient safety signs indicating slip hazards and or wet floor when buffing, damp mopping, scrubbing, stripping, and waxing.

Contractor shall pay special attention to and remove all scuff marks.

Contractor is responsible for removing and replacing all furniture.

**27. Clean Carpets.** Wet/steam clean carpets to remove all dirt, spots, and stains. The carpet cleaning machinery shall be industrial grade carpet cleaning machines to include use of a bonnet and extractor machine.

**28. Concrete Floor.** Strip and apply concrete cleaner.

**J. SERVICE HOURS AND FACILITIES TO BE MAINTAINED.** Complete janitorial maintenance service shall be completed at each facility between the "Hours of Service" (Monday-Friday from 7:00 am – 3:30 pm).

The hours of service may be changed by the Technical Representative, or designee. All Contractor requests for schedules of work changes must be submitted in writing and authorized by the Technical Representative, or designee. Failure to do so may result in nonpayment of services performed.

All monthly tasks must be completed by the 15<sup>th</sup> of the month.

**K. CITY OBSERVED HOLIDAYS.** Janitorial maintenance service shall not be performed on City observed holidays at any of the facilities listed in this solicitation. The Contractor only receives compensation for the days that they perform service at the locations specified in this solicitation.

There are ten (10) City observed holidays:

- |                                |                     |
|--------------------------------|---------------------|
| 1. New Year's Day              | 6. Independence Day |
| 2. Martin Luther King, Jr. Day | 7. Labor Day        |
| 3. Presidents' Day             | 8. Veterans' Day    |
| 4. Cesar Chavez Day            | 9. Thanksgiving Day |
| 5. Memorial Day                | 10. Christmas Day   |

**L. CALL BACK SERVICES (MUST BE PRE-AUTHORIZED).** The Contractor shall provide call back services, twenty-four (24) hours a day, seven (7) days a week, which are defined as emergency clean-up service, which may include but not be limited to fecal matter, urine, vomit, and other body fluids in or just outside of the facilities. These services will be required to be performed on an emergency basis, within four (4) hours of notification of the Contractor by the City, shall be in accordance with the Pricing Schedule (Section AA) and listed separately on acceptable invoices to the City. No travel time shall be charged.

**M. EXTRA CLEANING SERVICES (MUST BE PRE-AUTHORIZED).** The Contractor may be called upon to provide extra cleaning service under this contract. No extra services shall be performed without specific written authorization and instructions from the Technical Representative, or designee. Any additional services performed without written authorization shall be considered unauthorized and shall not obligate the City to pay for such services. Extra janitorial maintenance services shall be in accordance with the Pricing Schedule (Section AA), listed separately on acceptable invoices to the City with a copy of the written authorization attached. No travel time shall be charged.

**N. ADDITIONAL JANITORIAL SERVICES.**

1. Provide, at the discretion of the City, additional janitorial services related to the scope of work and in accordance with this solicitation.
  - a. Additional janitorial services are optional and may be required on an as-needed basis throughout the term of the contract.
2. Proposers shall provide, as an attachment to the Pricing Schedule (Section AA) their pricing for additional janitorial services within the scope of work as outlined in this solicitation and as detailed in proposer's response.

3. Proposer response to Additional Janitorial Services shall not be considered in the evaluation for award.

**O. SQUARE FOOTAGES LISTED.** All square footages provided for each site location are approximate. Proposer is responsible for verifying actual square footage.

**P. PAYMENTS WITHHELD.** The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative, or designee, within the time specified. Such deductions shall not prevent the City from proceeding with The City's Right to Terminate for Default of the contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised January 16, 2020 (Exhibit C).

**Q. CONTRACT MODIFICATIONS.** At any time during the contract, the City reserves the right to increase or decrease task frequencies for sites to be maintained under the provisions of this contract at the one-time cost for the specified task(s) that is in effect at the time of such election. The City also reserves the right to add or delete sites as it deems necessary, and to modify tasks as required.

The contract specifications and scope of work may only be modified by the Purchasing Agent and shall be confirmed in writing prior to implementation. Any contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

**R. SUBCONTRACTORS.** If Contractor proposes any subcontractors to be used in the performance of the proposed contract, Contractor shall provide a detailed scope of work which will be done by subcontractors and list all City facilities/treatment plants where subcontractors will be assigned to work. Contractor shall provide this information on the Contractor Standards Pledge of Compliance Form (under Section K on page 9 of 12).

If awarded the contract with no subcontractor listed at the time of the award, the Contractor shall not subcontract any portion of this contract to any party without pre-authorized written approval from the Technical Representative, or designee. San Diego Municipal Code section 22.4210(c), part of the City's Living Wage Ordinance, requires the Contractor to use its own employees to perform at least 50 percent of the work described in the contract.

Any subcontractors must comply with all contractual requirements including but not limited to background checks, uniforms, and badges.

If the City learns Contractor is using subcontractors that have not previously been authorized by the City, the City has the option, in its sole discretion, to terminate the contract.

**S. NON-INTERFERENCE WITH CITY OPERATIONS.** Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the Technical Representative, or designee. Contractor shall be entirely responsible for working in harmony with all others on the work site (i.e. City staff and Contractor's staff) when Contractor is working on City premises.



**T. COOPERATION AND TRANSITION.** Contractor shall cooperate with the City and any incumbent Contractor at the expiration of any previous contract for the services described in this solicitation to accomplish a smooth phase-out and transition of responsibilities and services, if applicable.

**U. DISPLACED JANITOR OPPORTUNITY ACT.** The Displaced Janitor Opportunity Act, dated September 2, 2011, Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of the Labor Code is incorporated as part of this proposal and any resulting contract by reference (Attachment D).

By signing and/or authorizing this proposal submittal, Proposer acknowledges that they have read and understood the meaning, intent and requirements of said Act; and acknowledges said Act is included as part of this proposal.

**V. DEPARTMENT OF INDUSTRIAL RELATIONS PROPERTY SERVICE WORKERS PROTECTION (PSWPA) ACT, AND (DIR) REGISTRATION NUMBER.** Pursuant to sections 1420 through 1434 of the California Labor Code, the contractor and all subcontractors with one or more employees and one or more janitorial workers operating in California shall register with the State of California Department of Industrial Relations (DIR). Requirements include but are not limited to contractor registration, maintaining accurate records, sexual harassment training, and civil penalties of \$100 for each calendar day for non-compliance (not to exceed \$10,000).

Failure to comply with registration requirements shall be cause to reject the proposer's submittal as non-responsive.

	Registration No.	Expiration Date	Name
Janitorial DIR Registration No.			
Subcontractor DIR Registration No.			
Subcontractor DIR Registration No.			
Subcontractor DIR Registration No.			

**W. PERFORMANCE BOND**

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract amount, conditional for the performance of the Contract. Using Exhibit F, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Bidder in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the Exhibit C, City's Contracting Term's and Provisions, for additional information.

**X. ADDITIONAL INSURANCES.** Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Section 7.2 of the General Contract Terms and Provisions, revised January 16, 2020 (Exhibit C).

Crime Insurance, including Employee Dishonest/Fidelity coverage, for a minimum of twenty-five thousand dollars (\$25,000.00) per employee or one hundred thousand dollars (\$100,000.00) blanket limit. This coverage protects the Contractor against loss by the theft or mysterious disappearance of property by any of Contractor's employees or third parties while said property is in the care, custody, or control of the Contractor resulting directly or indirectly from the performance or execution of the Contractor or subcontract thereunder.

**Y. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

**Z. POST AWARD KICK-OFF MEETING.** Proposer receiving award under this solicitation shall be required to attend a post award kick-off meeting within ten (10) calendar days after award of contract to be scheduled by the Technical Representative, or designee. The Technical Representative, or designee, shall communicate to the proposer the date, time, location, and agenda for this meeting.

**AA. PRICING SCHEDULE.** It is the City's intent to award this solicitation to a single Proposer. The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Bidder to an adjustment in the unit price or to any additional compensation and in no case shall exceed \$3 million without City Council approval.

Proposers shall complete the pricing schedule in its entirety in the City's eBidding system to be considered responsive. The prices stated on the Price pages shall be submitted as a flat rate for performance of all specifications in this solicitation; fully burdened, firm, fixed price and shall include the complete service and/or material, and be inclusive of any and all related charges and costs, including, but not limited to labor (in accordance with the City of San Diego's Living Wage Ordinance at the most current Living Wage rate), cleaning materials/supplies (as specified), equipment, travel, transportation, training, overhead, administrative costs, profit, etc. The City shall evaluate pricing for this solicitation solely based upon proposers submitted flat rate, as specified in the Pricing page below.

Unit prices shall be based on the unit of measure (u/m) as specified on the pricing page(s). Any changes to the unit of measure made by the proposer may be cause for the item to be rejected as non-responsive. "N/A" should be used for any areas of the Pricing pages that are not applicable. Blanks on the Price pages will be interpreted as zero (0), and no price will be allowed.

Pricing Schedule - RFP 10089853-22-W

Line Totals (Unit Price * Quantity)						NMS Management, Inc.	
Item Num	Section	Description	UOM	QTY	Unit Price	Ext Price	
1	Section A: Chollas OPS Building A	Daily Tasks, five (5) days a week, Monday through Friday, excluding City Observed Holidays, as specified.	DY	250	\$161.29	\$40,322.50	
2	Section A: Chollas OPS Building A	Weekly Tasks, one (1) day per week, as specified.	WK	52	\$85.53	\$4,447.56	
3	Section A: Chollas OPS Building A	Monthly Tasks, one (1) day per month, as specified.	MTH	12	\$313.61	\$3,763.32	
						Subtotal	\$48,533.38
4	Section B: Chollas OPS Building B	Daily Tasks, five (5) days a week, Monday through Friday, excluding City Observed Holidays, as specified.	DY	250	\$107.52	\$26,880.00	
5	Section B: Chollas OPS Building B	4.00 additional Labor hour, Daily Tasks, five (5) days a week, Monday through Friday, excluding City Observed Holidays, as specified.	DY	12	\$2,240.10	\$26,881.20	
6	Section B: Chollas OPS Building B	Weekly Tasks, one (1) day per week, as specified.	WK	52	\$65.98	\$3,430.96	
7	Section B: Chollas OPS Building B	Monthly Tasks, one (1) day per month, as specified.	MTH	12	\$241.93	\$2,903.16	
						Subtotal	\$60,095.32
8	Section C: Chollas Warehouse Trailer	Daily Tasks, five (5) days a week, Monday through Friday, excluding City Observed Holidays, as specified.	DY	250	\$13.44	\$3,360.00	
9	Section C: Chollas Warehouse Trailer	Weekly Tasks, one (1) day per week, as specified.	WK	52	\$3.26	\$169.52	
10	Section C: Chollas Warehouse Trailer	Monthly Tasks, one (1) day per month, as specified.	MTH	12	\$11.95	\$143.40	
						Subtotal	\$3,672.92
11	Section D: Performance Bond	Bonds (Payment and Performance)	LS	1	\$2,807.56	\$2,807.56	
						Subtotal	\$2,807.56
						One-Year Total	\$115,109.18
						Five-Year Total	\$575,545.90

EXHIBIT C



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.



**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Bidder to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Exemption from Living Wage Ordinance.** Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.



CITY OF SAN DIEGO

**JAY GOLDSTONE**  
CHIEF OPERATING OFFICER

December 2, 2021


Contracted Vendor/Supplier:

In an effort to ensure the health and safety of the public, the City workforce, and our contracted partners, the City Council has adopted an emergency ordinance calling for a mandatory vaccination of all City employees and contractors who work with City employees or who are performing work typically provided by City employees in order to prevent or control the spread of COVID-19. The purpose of this communication is to notify you that effective January 3, 2022, the City will require all City staff, volunteers, and contracted vendors/suppliers performing the work of City staff indoors in City facilities to be vaccinated.

Per the City's General Terms and Provisions and SDMC section 22.3004, contractors must comply with all applicable local, state, and federal laws, regulations, and policies, and more specifically, a contractor's employees must comply with all City rules and regulations while on City premises. The Mandatory COVID-19 Vaccination Policy will require all employees of contractors who interact in person with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work as specified in the Policy to be fully vaccinated against COVID-19, effective January 3, 2022.

We thank you for your compliance as it will foster a safe working environment for all that enter our City facilities. If you have questions on the policy, you can read the implementing ordinance [here](#). For more information, please reach out to your contract administrator (contact) with the City.

Sincerely,



Jay M. Goldstone  
Chief Operating Officer

ORDINANCE NUMBER O- 21398 (NEW SERIES)

DATE OF FINAL PASSAGE NOV 29 2021

AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE  
CITY OF SAN DIEGO PURSUANT TO CHARTER SECTION  
295, ADOPTING A MANDATORY COVID-19 VACCINATION  
POLICY.

WHEREAS, the coronavirus disease (COVID-19) is an infectious respiratory disease caused by the SARS-CoV-2 virus; and

WHEREAS, on February 19, 2020, the Board of Supervisors of the County of San Diego ratified a declaration of local health emergency related to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) officially declared COVID-19 to be a global pandemic; and

WHEREAS, on March 12, 2020, the Mayor of the City of San Diego proclaimed the existence of a local emergency related to the COVID-19 threat, which was ratified by the San Diego City Council (Council) on March 17, 2020, by Resolution R-312895; and

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, the California Department of Public Health, and the San Diego County Health and Human Services Agency, COVID-19 continues to pose a substantial threat to public health and safety, especially to those who are not fully vaccinated against COVID-19; and

WHEREAS, on August 23, 2021, the U.S. Food and Drug Administration (FDA) granted full approval of the Pfizer-BioNTech COVID-19 vaccine (now brand-named Comirnaty) for individuals 16 years of age and older; and

WHEREAS, multiple COVID-19 vaccines, approved by the FDA or authorized for emergency use by the FDA or the WHO, are currently available and have proven to be safe and highly effective in protecting individuals against serious illness, hospitalization, and death from COVID-19 infection; and

WHEREAS, the City of San Diego's workforce, residents, and visitors include individuals who are particularly vulnerable to serious COVID-19 infection and those who cannot receive a COVID-19 vaccine; and

WHEREAS, to protect the City's workforce and the public it serves, the Mayor is recommending that the Council adopt a Mandatory COVID-19 Vaccination Policy that requires all current City of San Diego employees not represented by any of the City's six recognized employee organizations (REO), elected officials, members of boards and commissions, and authorized volunteers to be fully vaccinated against COVID-19 and provide proof of their full vaccination by December 1, 2021, as a condition of continued employment or service with the City; and requires all newly hired or appointed City employees, elected officials, members of boards and commissions, and authorized volunteers to be fully vaccinated against COVID-19 and provide proof of their full vaccination before their start date, as a minimum requirement for employment or service with the City, effective immediately; and

WHEREAS, the recommended Mandatory COVID-19 Vaccination Policy would require all current City employees represented by an REO to be fully vaccinated against COVID-19 and provide proof of their full vaccination by December 1, 2021, or upon completion of any process required under the Meyers-Milias-Brown Act (MMBA), as a condition of continued employment with the City; and

WHEREAS, the recommended Mandatory COVID-19 Vaccination Policy would require all City contractors, who interact in person with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work as specified in the Policy, are required to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services; and

WHEREAS, after considering the Mayor's recommendation, the Council finds that pursuant to Charter section 295(e), it is necessary and appropriate to adopt a Mandatory COVID-19 Vaccination Policy to provide for the immediate preservation of the public peace, property, health, or safety; and

WHEREAS, under Charter section 295(e), a supermajority vote of the Council is required for passage of this ordinance; and

WHEREAS, under Charter section 280(a)(3), this ordinance is not subject to veto by the Mayor because it is an emergency ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That all current City employees not represented by an REO, elected officials, members of boards and commissions, and authorized volunteers are required to be fully vaccinated against COVID-19 and provide proof of their full vaccination by December 1, 2021, as a condition of continued employment or service with the City.

Section 2. That all current City employees represented by an REO are required to be fully vaccinated against COVID-19 and provide proof of their full vaccination by December 1, 2021, or upon completion of any process required under the MMBA, as a condition of continued employment with the City.

Section 3. That all newly hired or appointed City employees, elected officials, members of boards and commissions, and authorized volunteers are required to be fully vaccinated against COVID-19 and provide proof of their full vaccination before their start date, as a minimum requirement for employment or service with the City, effective immediately.

Section 4. That all City contractors, who interact in person with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, are required to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

Section 5. That “authorized volunteer” means a volunteer who has completed and signed a volunteer participation agreement accepted by a City department.

Section 6. That “City contractor” means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. “Person” means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, or organization.

Section 7. That “fully vaccinated” means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the FDA or authorized for emergency use by the FDA or the WHO.

Section 8. That all current and newly hired or appointed City employees, elected officials, members of boards and commissions, and authorized volunteers may submit a request to the City for reasonable accommodation and medical or religious exemption from the COVID-19 vaccination requirement, which will be evaluated on a case-by-case basis as required by the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and the California Fair Employment and Housing Act.

Section 9. That the Mayor or designee is authorized to take all actions necessary to administer the City's Mandatory COVID-19 Vaccination Policy.

Section 10. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 11. That this ordinance is declared to be an emergency measure required for the immediate preservation of the public peace, safety, health, and welfare pursuant to Charter section 295 and shall take effect immediately from the day of adoption by the affirmative vote of at least six members of the Council.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/Miguel Merrell  
Miguel Merrell  
Deputy City Attorney

MM:jvg  
9/15/21  
Or.Dept: Human Resources  
Doc. No.: 2761011

Passed by the Council of The City of San Diego on NOV 29 2021, by the following vote:

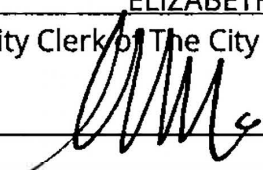
Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 29 2021

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

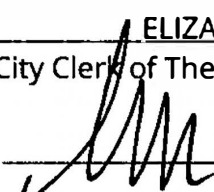
(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.  
By , Deputy

I HEREBY CERTIFY that the foregoing ordinance was passed on the day of its introduction, to wit, on NOV 29 2021, said ordinance being of the kind and character authorized for passage on its introduction by Section 275 of the Charter.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.  
By , Deputy

Office of the City Clerk, San Diego, California  
Ordinance Number O- 21398



## COVID-19 VACCINATION ORDINANCE

CONTRACTOR INFORMATION	
Company Name: NMS Management, Inc.	
Company Address: 155 W. 35th St. Suite A, National City, Ca. 91950	
Company Contact Name: David M. Guaderrama	Contact Phone: (619) 425-0440

CONTRACT INFORMATION	
Contract Number (if none, purchase order number): 10089853-22-W	Start Date:
Contract Title (or description): Janitorial Services	End Date:

TERMS OF COMPLIANCE
---------------------

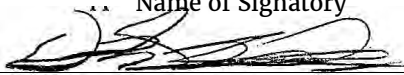
The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires **ALL** City of San Diego (City) contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close Contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. Contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. Contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
6. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

**Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.**

CONTRACTOR CERTIFICATION
--------------------------

By signing, I David M. Guaderrama, who is an authorized signatory of contractor NMS Management, Inc., certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.

David M. Guaderrama  
 Name of Signatory  
  
 Signature

Director of Business Development  
 Title of Signatory  
7/20/22  
 Date

FOR OFFICIAL CITY USE ONLY		
----------------------------	--	--

Date of Receipt:	P&C Staff:	Contract Number:
Date of Receipt:	Compliance Dept. Staff:	



**MANAGEMENT, INC.**  
*The Environmental Care Specialist*



7/20/22

Michael Warner  
Supervising Procurement Contracting Officer  
City of San Diego  
Purchasing & Contracting Department

SUBJECT: CONTRACTOR COVID-19 SELF-CERTIFICATION VACCINATION LETTER  
FOR RFP 10089853-22-W - JANITORIAL MAINTENANCE SERVICES FOR PUBLIC  
UTILITIES DEPARTMENT (PUD) CHOLLAS BUILDING A AND B

Mr. Warner,

NMS Management hereby certifies that 100% of our workforce is fully vaccinated against  
COVID-19 and boosted. It is a requirement of NMS that all employees must be vaccinated and  
boosted to the fullest extent possible. Therefore any employee within the City of San Diego  
Buildings will be fully vaccinated and boosted.

Respectfully,

David M. Guaderrama  
Director of Business Development  
NMS Management, Inc.

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND****FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

NMS Management, Inc., a corporation, as principal, and  
Capitol Indemnity Corporation, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
One hundred fifteen thousand, one hundred nine and 99/100ths dollars (\$115,109.99) for the faithful performance of the  
annexed contract, and in the sum of One hundred fifteen thousand, one hundred nine and 99/100ths dollars (\$115,109.99) for the benefit  
of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default .

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

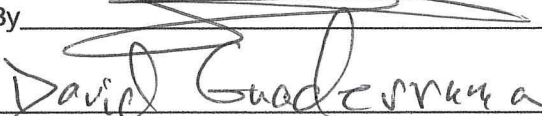
Dated 2/10/2023

Approved as to Form

NMS Management, Inc.

Principal

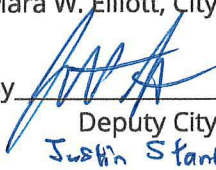
By



Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By

 3/14/23  
Deputy City Attorney  
Justin Stanek

Capitol Indemnity Corporation

Surety


By



Attorney-in-fact Cyndi Beilman

Approved:

By

 3/2/2023  
Mayor or Designee  
Claudia C. Barca  
Director, Purchasing & Contracting

2121 N. California Blvd., Ste. 300

Local Address of Surety

Walnut Creek, CA 94596

Local Address (City, State) of Surety

(925) 262-2700

Local Telephone No. of Surety

Premium \$ 2,302.00

Bond No. CIC1904595



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On February 10, 2023 before me, Pam Davis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

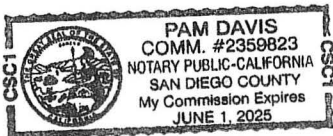
personally appeared Cyndi Beilman  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature   
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1904595

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

CYNDI BEILMAN; ANNE WRIGHT; REBECCA JAMES

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

[Handwritten signature of Ryan J. Byrnes]

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

[Handwritten signature of Suzanne M. Broadbent]

Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

[Handwritten signature of John L. Sennott, Jr.]

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



[Handwritten signature of David J. Regele]

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 10th day of February, 2023



[Handwritten signature of Andrew B. Diaz-Matos]

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Attachment A - Facility Description

FACILITY	Total Flooring Estimated Sq. Ft.	Carpet Estimated Sq. Ft.	Viny//Tile/Terrazzo Estimated Sq. Ft.	Concrete Estimated Sq. Ft.	Drinking Fountains	Restrooms (RRs)				Locker Rooms (LRs)						Kitchens				Patios				Confenece Rms (CRs)			Office Area	
						No. of RRs	No. of Toilets	No. of Urinals	No. of Sinks	No. of LRs	No. of Toilets	No. of Urinals	No. of Sinks	No. of Showers	No. of Lockers	No. of Kitchens	No. of Microwaves	No. of Refrigerators	No. of Sinks	No. of Patios	No. of Trash / Recycle Cans	No. of Tables	No. of Chairs	No. of CRs	No. of Tables	No. of Chairs	No. of Desks	No. of Trash Cans
CHOLLAS BUILDING A	35,000	29,562	5,148	290	4	6	14	4	14							3	5	5	3	1	5	6	12	7	14	97	89	89
CHOLLAS BUILDING B	27,000	2,792	2,808	21,400	1					2	10	6	12	10	300	1	1	1	1					2	8	53	55	55
CHOLLAS WAREHOUSE TRAILER	1,334	1,222	112	n/a	0	2	2		2							1	1	1	1	1				2	2		3	3

ALL INFORMATION IS APPROXIMATED; IT IS BIDDER'S RESPONSIBILITY TO CONFIRM THE INFORMATION.

**ATTACHMENT B**

**TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL**

Company's Name: \_\_\_\_\_

I certify that the employees named below have received the following training and have been provided the necessary safety equipment.

TRAINING	YES	NO	DATE
Material Safety Data Sheet (MSDS) Training			
Blood Born Pathogen Training			
Personal Protective Equipment Training			
Injury/Illness Program Training			
Employee(s) has/have been trained in safety and emergency procedures			
Employee(s) has/have been trained in the proper use of green cleaning techniques and products.			
Employee(s) has/have been furnished with appropriate uniform			

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Facility Assigned

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Facility Assigned

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Facility Assigned

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Facility Assigned

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Facility Assigned

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Facility Assigned

\_\_\_\_\_  
Signature [*Authorized Company Representative*]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**ATTACHMENT C**

**JANITOR'S DAILY TASKS (FULL SERVICE) CLEANING CHECKLIST**

**Facility:** \_\_\_\_\_

**Date Done:** \_\_\_\_\_

**Circle the Day of Service:**

	<b>JANITOR</b> Initial and date each task when completed		<b>CITY INSPECTOR</b> Completed Satisfactorily		
	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	
	<b>F</b>	<b>SA</b>	<b>SU</b>	<b>YES</b>	<b>NO</b>
<b>As specified, Exhibit B, Paragraph J, Statement of Tasks and Cleaning Standards:</b>					
1. Clean Restrooms, Locker Rooms, Showers, and Janitor Closets					
2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers					
3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines					
4. Clean Kitchen Area/Break Room including Microwave Ovens					
5. Damp Mop & Disinfect All Hard Surface Flooring Areas					
6. Sweep/Dust Mop Floors					
7. Vacuum Carpeted Floors and Rugs					
8. Routine Spot Clean Carpet					
9. Pick-up Litter, Trash, and Garbage					
10. Empty and Clean All Wastebaskets, Trash Receptacles, and Ash Urns					
11. Empty Recycle Containers and Bins					
12. Clean Glass, Mirrors, and Metal Handrails					
13. Clean Tables, Chairs, Countertops, and Dry Erase/Chalk Boards					

Date and Time Contractor notified of discrepancies: \_\_\_\_\_

Response Time (if emergency): \_\_\_\_\_

Date discrepancies satisfied: \_\_\_\_\_

Contractor's Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Inspection conducted by: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGEND:**

M = Monday      T = Tuesday      W = Wednesday      TH = Thursday  
 F = Friday      SA = Saturday      SU = Sunday

**ATTACHMENT C (cont.)**

**JANITOR'S WEEKLY TASKS CLEANING CHECKLIST**

**Facility:** \_\_\_\_\_

**Date Done:** \_\_\_\_\_

**Circle the Day of Service:**

	<b>JANITOR</b> Initial and date each task when completed	<b>CITY INSPECTOR</b> Completed Satisfactorily	
	<b>M T W TH</b> <b>F SA SU</b>	<b>YES</b>	<b>NO</b>
<b>As specified, Exhibit B, Paragraph J, Statement of Tasks and Cleaning Standards:</b>			
14. Dust			
15. Vacuum and Clean Fabric Seat Cushions			
16. Floor Drains (As needed using approximate 1 cup of City approved disinfectant/enzyme cleaner to prevent smell)			
17. Clean Walls, Door Frames, Jambs, and Light Switches			
18. Dust Air Diffusers, Grills, Vents, and Filter Houses			
19. Clean all Window Blinds			
20. Sweep Pedestrian Areas			
21. Clean Patios			
22. <i>ELEVATORS ONLY</i> – Vacuum and Clean			

Date and Time Contractor notified of discrepancies: \_\_\_\_\_

Response Time (if emergency): \_\_\_\_\_

Date discrepancies satisfied: \_\_\_\_\_

Contractor's Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Inspection conducted by: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGEND:** M = Monday T = Tuesday W = Wednesday  
 TH = Thursday F = Friday SA = Saturday SU = Sunday

**ATTACHMENT C (cont.)**

**JANITOR'S MONTHLY AND OPTIONAL DISCRETIONARY TASKS (REQUIRING WRITTEN PRE-AUTHORIZATION) CLEANING CHECKLIST**

Facility: \_\_\_\_\_

Date Done: \_\_\_\_\_

Circle the Day of Service:

	JANITOR Initial and date each task when completed	CITY INSPECTOR Completed Satisfactorily	
		YES	NO
	M T W TH F SA SU		
<b>As specified, Exhibit B, Paragraph J, Statement of Tasks and Cleaning Standards:</b>			
<b>MONTHLY SERVICE</b>			
23. Buff Tile, Vinyl, and Hardwood Floors			
24. Machine Scrub Tile and Terrazzo Floors			
25. Dust Exposed Ceiling Pipes			
<b>OPTIONAL DISCRETIONARY TASKS REQUIRING WRITTEN PRE-AUTHORIZATION</b>			
<b>Date Done: _____ Circle the Day of Service:</b>	M T W TH F SA SU	YES	NO
26. Strip, Wax, and Buff Tile, Vinyl/Tile, and Ceramic Flooring			
27. Clean Carpets			
28. Concrete Floors (Strip and apply concrete cleaner)			

Date and Time Contractor notified of discrepancies: \_\_\_\_\_

Response Time (if emergency): \_\_\_\_\_

Date discrepancies satisfied: \_\_\_\_\_

Contractor's Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Inspection conducted by: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGEND:** M = Monday T = Tuesday W = Wednesday  
TH = Thursday F = Friday SA = Saturday SU = Sunday

**California Labor Code**  
**Division 2 Employment Regulation and Supervision**  
**Part 3 Privileges and Immunities**  
**Chapter 4.5 Displaced Janitor Opportunity Act**

**Sections 1060-1065**

**1060.** The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

**1061.** (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

## Attachment D

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

**1062.** (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

## Attachment D

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

**1063.** (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

**1064.** Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

**1065.** If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.



**MANAGEMENT, INC.**  
*The Environmental Care Specialist*

June 23, 2022

Michael Warner  
Supervising Procurement Contracting Officer  
City of San Diego  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

SUBJECT: SOLICITATION: 10089853-22-W JANITORIAL MAINTENANCE SERVICES FOR PUBLIC UTILITIES DEPARTMENT (PUD) CHOLLAS BUILDINGS A & B AND WAREHOUSE TRAILER

Mr. Warner,

On behalf of NMS Management, Inc., I would like to thank you for allowing NMS Management to participate in the procurement process for Janitorial Maintenance Services for Public Utilities Department (PUD) Chollas Buildings A & B and Warehouse Trailer. We at NMS view such contracts as a partnership between our company and our esteemed government agency clients. We are proud to provide cost-effective, highly responsive and quality services and we look forward to being a valued member of your team. NMS has been partnering with the government and various commercial clients on janitorial service contracts for over three decades. Every accomplished member of our workforce has undergone extensive training and education in addition to their first-hand experience in performing their duties.

We have been fortunate to experience consistent growth and a diversification of support service capability since 1985, while never losing sight of the fact that quality of service and customer satisfaction are the true standards by which we measure our success. By following this philosophy, NMS has built a solid reputation of trust by fulfilling its commitments, conducting business with integrity and keeping customer satisfaction as a priority.

We have the requisite experience, technical expertise and available resources to provide high quality janitorial services, consistently, and in the most professional manner which will be unparalleled by our competitors. We are committed to serving our clients and look forward to the opportunity of serving your respected organization. Please feel free to call me at (619) 425-0440, fax to (619) 425-2432 or email to [nmsmanagement@msn.com](mailto:nmsmanagement@msn.com), should you have any questions or feel the need for clarification.

Respectfully,

David M. Guaderrama  
Director of Business Development  
NMS Management, Inc.

Tab-A Submission of Information and Forms.

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4<sup>th</sup> Contractor's Pricing

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

NMS Management, Inc.  
Proposer

BY: \_\_\_\_\_

155 W. 35th St., Suite A  
Street Address

Print Name:

National City, Ca. 91950  
City

\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

(619) 425-0440  
Telephone No.

\_\_\_\_\_  
Date Signed

nmsmanagement@msn.com  
E-Mail

BY:



Approved as to form this \_\_\_\_ day of

Signature of  
Proposer's Authorized  
Representative

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

David M. Guaderrama  
Print Name

BY: \_\_\_\_\_  
Deputy City Attorney

Director of Business Development  
Title

7/5/22  
Date

4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

NMS Management, Inc.  
Proposer

BY:

155 W. 35th St, Suite A  
Street Address

\_\_\_\_\_  
Print Name:

National City, Ca. 91950  
City

\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

(619) 425-0440  
Telephone No.

\_\_\_\_\_  
Date Signed

nmsmanagement@msn.com  
E-Mail

BY:



Signature of  
Proposer's Authorized  
Representative

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

David M. Guaderrama  
Print Name

BY: \_\_\_\_\_

Deputy City Attorney

Director of Business Development  
Title

6/29/22  
Date

2.2 Exceptions requested by proposer, if any.

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NMS Management takes no exceptions to the solicitation or the resulting contract.

## 2.3 The Contractor Standards Pledge of Compliance Form.

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**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

**A. BID/PROPOSAL/SOLICITATION TITLE:**

RFP 10089853-22-W Janitorial Maintenance Services for Public Utilities Department (PUD)  
Chollas Buildings A & B and Warehouse Trailer

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**B. BIDDER/PROPOSER INFORMATION:**

<u>NMS Management, Inc.</u>			
Legal Name		DBA	
<u>155 W. 35th St., Suite A, National City, Ca. 91950</u>			
Street Address	City	State	Zip
<u>David M. Guaderrama, Dir. Business Development, (619) 425-0440, (619) 425-2432</u>			
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

**David S. Guaderrama, President/Treasurer**

Name	Title/Position
<b>Poway, Ca.</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>60% Owner</b>	
Interest in the transaction	

**Sophia E. Guaderrama, President/Treasurer**

Name	Title/Position
<b>Poway, Ca.</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>40% Owner</b>	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?  
**Yes**                      **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
**Yes**                       **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
**Yes**                      **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 1/3/1997                      State of incorporation: California

List corporation's current officers: President: David S. Guaderrama  
Vice Pres: Sophia E. Guaderrama  
Secretary: Sophia E. Guaderrama  
Treasurer: David S. Guaderrama

Type of corporation:    C                      Subchapter S

Is the corporation authorized to do business in California:    **Yes**                      **No**

If **Yes**, after what date: 1/3/1997

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? **Yes** **No**

If **Yes**, please use Attachment A to disclose.

Please list the following: **Authorized** **Issued** **Outstanding**

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:



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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

- 1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
  
- 2. In the past five (5) years, has your firm been denied bonding?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.
  
- 3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 6. Are there any claims, liens or judgements that are outstanding against your firm?  
**Yes                  No**  
  
If **Yes**, please use Attachment A to provide detailed information on the action.
  
- 7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.  
  
Name of Bank: Union Bank of California  
  
Point of Contact: Rhonda Smith  
  
Address: 8359 Mira Mesa Blvd, San Diego, CA 92126  
  
Phone Number: (858) 689-1352
  
- 8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2004003949 Year Issued: 2022

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Port of San Diego

Contact Name and Phone Number: Lourdes Sherman, (619)686-7222

Contact Email: lsherman@portofsandiego.org

Address: 1400 Tidelands Ave., National City, CA 91950

Contract Date: 12/1/21 – 11/30/25

Contract Amount: \$1,390,173.10

Requirements of Contract: Janitorial and related maintenance services at facilities and properties of the San Diego Unified Port District

Company Name: County of San Diego

Contact Name and Phone Number: Ziad Aswad, (858) 694-2057

Contact Email: Ziad.Aswad@SDCounty.CA.Gov

Address: 5560 Overland Ave., Suite 210, San Diego, CA 92123

Contract Date: 6/1/2018-6/30/2023

Contract Amount: \$3,933,498.60

Requirements of Contract: Custodial Services at the County of San Diego Administration Building

Company Name: Metropolitan Transit Systems

Contact Name and Phone Number: Andy Goddard, (619) 595-4904

Contact Email: andy.goddard@sdmts.com

Address: 1255 Imperial Avenue, San Diego, CA, 92101-7492

Contract Date: 1/1/17-12/31/25

Contract Amount: \$8,110,812

Requirements of Contract: Janitorial Services for all Light Rail Vehicles and MTS Facilities

#### G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

**Yes**                      **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

**Yes**                      **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

**Yes**                      **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

**Yes**                      **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

**Yes**                      **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

**Yes**                      **No**

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # 39730

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?    **Yes**                      **No**                      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

<u>David M. Guaderrama, Dir. Bus Dev</u>		<u>6/29/22</u>
Name and Title	Signature	Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

David M. Guaderrama, Dir Bus Dev  
Print Name, Title



Signature

6/29/22  
Date



2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

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**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

**I. City's Equal Opportunity Contracting Commitment.**

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

**II. Definitions.**

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran: Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principle Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Workforce Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEO) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEO has been approved by the City shall use best efforts to comply with that EEO.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
  - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
  - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

## **VI. Maintaining Participation Levels.**

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

**VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: NMS Management, Inc.

Certified By David M. Guaderrama

Title Director of Business Development



Name

Date 6/29/22

Signature

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: NMS Management, Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 155 W. 35th St., Suite A

City: National City County: San Diego State: Ca Zip: 91950

Telephone Number: (619) 425-0440 Fax Number: (619) 425-2432

Name of Company CEO: David S. Guaderrama

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Janitorial Service Provider Type of License: N/A

The Company has appointed: David M. Guaderrama

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 155 W. 35th St., Suite A, National City, Ca. 91950

Telephone Number: (619) 425-0440 Fax Number: (619) 425-2432 Email: nmsmanagement@msn.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of NMS Management, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 29th day of June, 2022



(Authorized Signature)

David M. Guaderrama

(Print Authorized Signature Name)



**WORK FORCE REPORT – Page 2**

NAME OF FIRM: NMS Management, Inc. DATE: 6/29/22

OFFICE(S) or BRANCH(ES): Companywide COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2	8										
Professional														
A&E, Science, Computer														
Technical														
Sales			1											
Administrative Support			1	4										
Services			35	125	5	8								
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column			39	137	5	8								
--------------------	--	--	----	-----	---	---	--	--	--	--	--	--	--	--

**Grand Total All Employees**

**189**

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: NMS Management, Inc. DATE: 6/29/22

OFFICE(S) or BRANCH(ES): Companywide COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees** 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1,3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

2.5 Living Wage Ordinance Certification of Compliance.

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**LIVING WAGE ORDINANCE  
 CERTIFICATION OF COMPLIANCE**  
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name: NMS Management, Inc.  
 Company Address: 155 W. 35th St., Suite A, National City, Ca. 91950  
 Company Contact Name: David M. Guaderrama Contact Phone: (619) 425-0440

**CONTRACT INFORMATION**

Contract Number (if no number, state location): 10089853-22-W Start Date:  
 Contract Title (or description): JMS for Public Utilities Department (PUD) Chollas, Buildings A & B and Warehouse Trailer End Date:  
 Purpose/Service Provided: Janitorial Service

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:


- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

David M. Guaderrama  
 \_\_\_\_\_  
 Name of Signatory  
  
 \_\_\_\_\_  
 Signature

Director of Business Development  
 \_\_\_\_\_  
 Title of Signatory  
 6/29/22  
 \_\_\_\_\_  
 Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt: LWO Analyst: Contract Number:



2.6 Reserved.

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2.7 Reserved.

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2.8 Additional Information as required in Exhibit B.

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2.9 Reserved.

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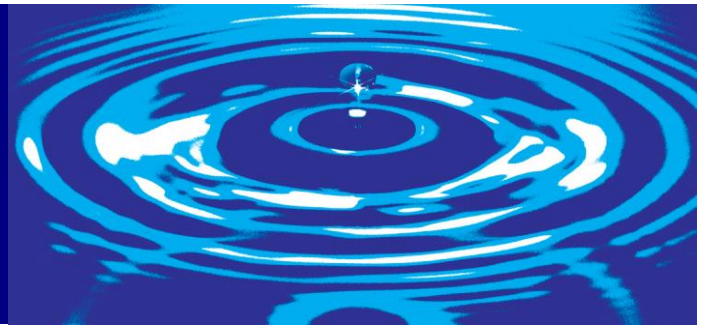
Tab-B Executive Summary and Responses to Specifications.

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2.10 A Title Page.

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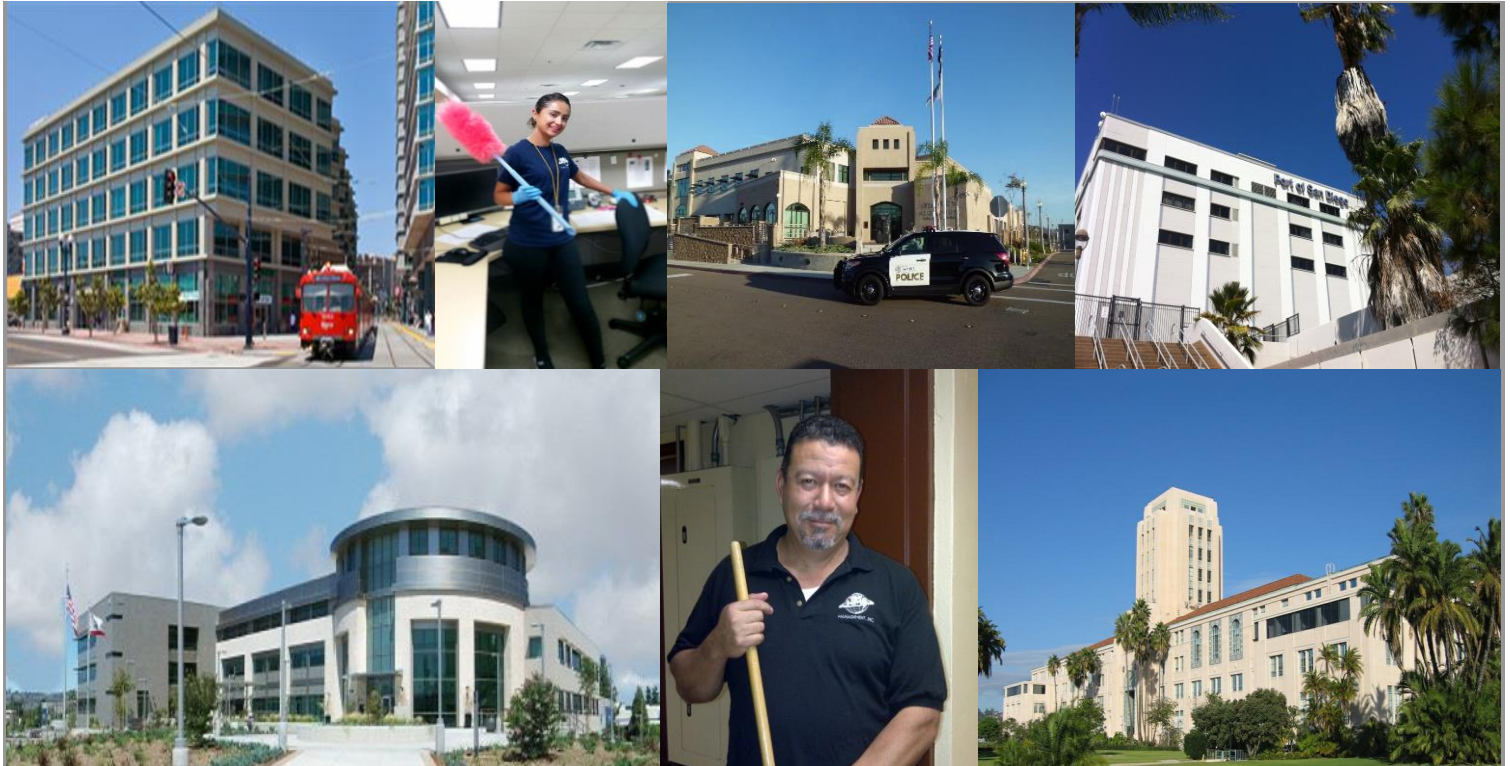
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**NMS Management, Inc.**

155 West 35<sup>th</sup> St., Suite A  
National City, CA 91950  
nmsmanagement@msn.com  
(619) 425-0440

**RFP No. 10089853-22-W**  
**Janitorial Maintenance Services for**  
**Public Utilities Department (PUD)**  
**Chollas Buildings A & B and**  
**Warehouse Trailer**  
**City of San Diego**



**MANAGEMENT, INC.**

2.11 A Table of Contents.

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## Table of Contents

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### Contents

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## 2.12 An Executive Summary.

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## Executive Summary

NMS Management, Inc. is a proud provider of high quality and efficient janitorial services for military establishments, healthcare facilities, institutions of higher education, public housing agencies, public transportation authorities and a host of federal, state, and municipal agencies. NMS also accommodates a complete spectrum of commercial properties, from Class A office high-rise buildings and corporate office complexes to laboratories, industrial properties, and other high-traffic commercial facilities.

NMS Management is comprised of outstanding individuals who have dedicated their careers to providing industry-leading janitorial services and remain committed to sustaining a clean, healthy, and productive work environment in support of our customers mission-critical function.

NMS currently employs a workforce of over 180 skilled and highly qualified janitorial maintenance service professionals that subscribe to the highest ethical standards of quality and customer satisfaction.

Collectively, NMS has the technical expertise, management capability and a proven track record to deliver an effective, high performance cleaning plan in accordance with LEED Green Cleaning Standards to encompass all requirements under the scope of services for the City of San Diego's managed facilities.

The contents of this proposal will outline the advantage of leveraging NMS Management's 37 years of experience and the efficient protocols that have been developed to provide our customers with better customer service, effective quality control and a well-executed janitorial service program that not only guarantees a consistent level of service but also provides the building occupants with a safe, clean, and productive work environment while focusing on service excellence and operational efficiencies.

## 2.13 Proposer's Response To The RFP.

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## Qualifications and Experience

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### *Qualifications*

Providing effective janitorial services is complex and requires a broad range of skills and experience. We believe that with a dedicated team, a good company can achieve extraordinary results for their customers. Our senior management team prides itself on such accomplishments. We have successfully developed and implemented janitorial service programs that support military establishments, healthcare institutions, public housing and public transportation authorities and various federal, state and municipal agencies. Our accomplished management team at NMS works together to serve our customers, from our conscientious and articulate staff, to supervisors, managers and senior executives. We are committed to the successful operation of the City of San Diego's services and to continually investigate and implement newer, more sustainable systems and procedures that are user friendly, fiscally responsible, and promote an efficient business model.

The strong management team that has been assembled and structured for this project provides the kind of high quality and personally attentive janitorial operation that has proven to be highly valuable to our customers. Our organization maintains sufficient knowledge of contracting principles as it relates to the responsibilities of administering these complex service contracts. We implement internal processes and procedures to ensure contract requirements are satisfied and ultimately delivered in a timely and efficient manner. Each accomplished member has undergone extensive training and education in addition to their firsthand experience as a custodian prior to career advancement and obtaining their current position. Additionally, each staff member is required to take additional courses to stay up to date on the latest products, technologies, trends and work systems available on the market to increase their expertise.

At NMS we always strive for perfection, whether polishing a conference table or stripping floors, the quality of work that we expect out of our trained custodians will always be at the highest level. We have found that employees take ownership in their duties when they recognize that they play an active role for an organization that goes above and beyond what is required of it. This instills a sense of pride in their workmanship and, in turn, translates to quality service. Our customers reap the benefits as a result from this commitment to excellence, exclusively, the economic efficiencies, high workforce productivity, continuity of service and the preservation of our customer's assets, specifically the health and safety of their personnel.

Our three decades of proficiency in performing janitorial services to public agencies and facilities of similar stature, validates our ability to provide the highest professional standards and best practices available in our industry. We retain the experienced personnel that know how to manage and operate complex contracts. Our dedicated staff works in close partnership with our distinguished customers to facilitate their daily and nightly cleaning as our janitorial programs are designed to fit facility-specific needs and issue support based around our customer's daily and nightly operations. Our experience, which has been obtained throughout our 37 years in this industry, has given us the ability to adapt to fast-paced environments, and dependably get the job done. NMS has provided references on current contracts that are similar in scope and size:

***Reference # 1***

**Contract Number:** G1931.0-16

**Customer:** Metropolitan Transit System  
1255 Imperial Avenue  
San Diego, CA 92101-7492



**Type of Contract:** Janitorial Services (SDTI & SDTC)

**Summary of Work:** NMS Management, Inc. is currently in our third contracting term as a distinguished cleaning service provider for San Diego's Metropolitan Transit Systems (MTS). The complete contract encompasses janitorial services for all one hundred thirty-two (132) San Diego Trolley, Inc. (SDTI) Light Rail Vehicles (LRVs). All services are performed seven (7) days a week, three hundred sixty-five (365) days a year, without any interruption to our customer's operations. NMS also performs janitorial services on a nightly basis for four (4) buildings located at the SDTI Maintenance Facilities, specifically buildings A, B, C, LRV Maintenance Trailer and Yard Tower. The contract includes cleaning of MTS transit station terminals and the eleven story MTS Administration Building that is categorized as a Class A office high-rise building. Additional responsibilities include janitorial services at two (2) San Diego Transit Corp.'s Bus operation sites. San Diego Transit Corp.'s (SDTC) Bus Division facilities include Imperial Avenue Division (IAD) and Kearny Mesa Division (KMD) locations. Contract successfully operates with CleanTelligent, NMS's electronic work order system, CMMS and janitorial inspection software. Due to the closed-loop system that is in place to identify discrepancies and issue corrective and preventative measures, we proudly received a Letter of Recommendation in April of 2013 by former MTS Superintendent Lee Summerlott, stating: "NMS has proven to be a valuable and trusted vendor partnering with San Diego Trolley to ensure all agency buildings and trolley cars are maintained to the highest standards at very competitive rates." NMS is proud to be performing on our third consecutive contract term at this location which is a direct testament to our reliability and partnership with our customer.

**LEED Green Standard Utilized:** Performance Metrics, Equipment Maintenance Program, Sustainable Purchasing, Sustainable Equipment, Hazard Communication, Effective Janitorial

Training, Hard-Floor and Carpet Maintenance, Handling and Storage of Cleaning Chemicals, Practices to Optimize Staffing and Training.

**Contract Dollar Value:** \$8,110,812

**Date of Award and Completion:** Current Contract Term: 1/1/17-12/31/25; Last Contract Term: 10/1/11-12/31/16; Previous Contract Term: 10/1/05-9/30/11

<b>Contacts:</b>	Andy Goddard	Tim Burrie
	MTS Superintendent	Manager of Fleet and Facilities Maintenance
	1255 Imperial Avenue	MTS Bus Operations
	San Diego, CA 92101-7492	100 16th Street
	andy.goddard@sdmts.com	San Diego, CA 92101
	(619) 595-4904 phone	Tim.Burrie@sdmts.com
	(619) 231-9554 fax	(619) 238-0100 Ext 6503

*Reference # 2*

**Contract Number:** RFP 558200

**Customer:** County of San Diego  
 Department of General Services  
 Administration Center  
 1600 Pacific Highway  
 San Diego, Ca 92101



**Type of Contract:** Custodial Services at the County of San Diego Administration Building, Waterfront Park, and Adjacent Parking Structures

**Summary of Work:** NMS Management, Inc. provides custodial services, grounds maintenance, and street sweeping services on a nightly basis in accordance with LEED Green Cleaning



Standards at the highly visible County of San Diego Administration Building, the Waterfront Park, the Underground Parking Garage and Adjacent Cedar Street Parking Structure. Due to the distinguished tenants in the facility, such as the County Board of Supervisors, Greg Cox, Dianne Jacob, Ron Roberts, etc. Custodial services must be held to the highest standards which is a practice we have adopted company-wide. A higher level of cleanliness for the San Diego County Administration Center is responsible for getting us awarded the third consecutive contract with an increased amount of responsibility. Serviced areas include the high profile Board of Supervisors and support staff offices, the County Assessor, Recorder and County Clerk offices, the District Attorney Office, the Sherriff Department which oversees law enforcement in all of the contracted cities and unincorporated areas of San Diego County and the Treasurer/Tax Collector in addition to conference rooms, press areas, board rooms, administrative areas, general offices, cafeteria, restrooms, common areas and high security areas. All services include periodic carpet and resilient floor care, window cleaning, power washing and high dusting all on a monthly rotating schedule. In May 2014, the County of San Diego opened the highly utilized Waterfront Park. As the most significant waterfront open space in downtown San Diego, the historic landscape and landmark County building provide the perfect back drop for events of all sizes, festivals, farmers markets, and extensive concert gatherings. Recognizing these events as a major source of revenue for our customer, NMS provides ample staff that have undergone a thorough background check and have completed our extensive training curriculum to clean each event continuously and prepare the venue for the next event usually multiple times in one day. After receiving consecutive perfect scores of 100% by our Quality Assurance Inspector, NMS was very proud to receive a Letter of Recommendation by DGS Contract Specialist II Laurence Snead.

**LEED Green Standard Utilized:** Performance Metrics, Equipment Maintenance Program, Solid Waste Reduction, Building Specific Green Cleaning Plans, Sustainable Purchasing, Sustainable Equipment, Green Chemicals, Green Equipment, Hazard Communication, Effective Janitorial Training, Hard-Floor and Carpet Maintenance, Hand Hygiene, Handling and Storage of Cleaning Chemicals, Record Keeping, Practices to Optimize Staffing and Training, Occupant Feedback and Evaluation of New Technologies.

**Contract Dollar Value:** \$3,933,498.60

**Date of Award and Completion:** Current Contract Term: 6/1/2018-6/30/2023; Last Contract Term: 7/1/2012-5/31/2017; Previous Contract Term : 10/1/2009-6/30/2012

**Contacts:** Ziad Aswad, CFM  
Program Manager  
Department of General Services  
Facilities Operations  
5560 Overland Ave., Suite 210  
San Diego, CA 92123  
Ziad.Aswad@SDCounty.CA.Gov  
Office 858-694-2057

***Reference # 3***

**Contract Number:** 62-2016RH

**Customer:** San Diego Unified Port District  
3165 Pacific Highway  
San Diego, CA 92101



**Type of Contract:** Janitorial Services at the San Diego Unified Port District facilities, Properties and Public Restroom Facilities within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach

**Summary of Work:** NMS Management, Inc. currently performs high quality janitorial services to all District facilities spread out across the vast coastline of San Diego County totaling approximately 200,000 cleanable squared feet. In addition to the daily, weekly, monthly, quarterly, and semi-annual service for all District facilities, NMS is also responsible for cleaning all 40 public restrooms located throughout the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach. Public Restroom cleaning is all inclusive and mandatory twice daily cleaning during non-peak months and during the summer, the scheduled service is three times daily. Scheduled Janitorial Services include the cleaning of all facilities located throughout District managed properties. NMS also provides cleaning services on areas deemed Secure by the US Department of Homeland Security and Transportation Security Administration and therefore require each member of our workforce to successfully pass a security threat assessment and obtain a Transportation Workers Identification Credential (TWIC). Additional secure facilities included in the scope of services include San Diego Harbor Police Headquarters, Harbor Police-Shelter Island Substation, Harbor Police-South Bay Station & the Joint Harbor Operations Center. During the annual 4<sup>th</sup> of July Celebration, NMS facilitates the regularly scheduled cleaning and was responsible to clean, maintain and fully stock the restroom dispensers for 77 additional Portable restrooms, 30 portable ADA accessible toilets and 29 portable hand washing stations that were strategically positioned throughout the 2,500 acres of waterfront property that is managed under the jurisdiction of the San Diego Unified Port District.

**LEED Green Standard Utilized:** Performance Metrics, Equipment Maintenance Program, Building Specific Green Cleaning Plans, Sustainable Purchasing, Sustainable Equipment, Green Chemicals, Green Equipment, Hazard Communication, Effective Janitorial Training, Hard-Floor and Carpet Maintenance, Handling and Storage of Cleaning Chemicals, Practices to Optimize Staffing and Training.

**Contract Dollar Value:** \$2,492,622

**Date of Award and Completion:** June 2016-June 2023

**Contacts:** Sharalynne Nichols  
Maintenance Support Supervisor  
General Services  
Port of San Diego  
1400 Tidelands Avenue  
National City, CA 91950  
snichols@portofsandiego.org  
(619) 686-6531 Office  
(619) 857-6741 Cell

***Reference # 4***

**Contract Number:** RFP 10089561-19-L

**Customer:** City of San Diego  
Public Utilities Department (PUD)  
9192 Topaz Way  
San Diego, Ca. 92123



**Type of Contract:** Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants

**Summary of Work:** NMS Management, Inc. provides Janitorial Maintenance Services to the 56 buildings that are currently comprised of the Public Utilities Department (PUD) for the City of San Diego. Such facilities include Water Treatment Plants, Laboratories, Pump Stations, Training & Development Centers, Water Reclamation Plants, Administration Buildings, Filtration Plants, and Maintenance Buildings. Services are provided 7 days a week at some buildings and 5 days a week at other buildings. The facilities are scattered throughout the Greater San Diego area, therefore, NMS Management has put together a performance service plan to facilitate the janitorial needs of each facility which consists of specialized cleaning teams that travel throughout the City in company-provided vehicles and are overseen by our experienced and professional management team of Managers, Supervisors, Quality Control Inspectors and Team Leads. Due to the Coronavirus (COVID-19) pandemic, in addition to the daily and nightly cleaning, NMS also provides daily Enhanced Sanitation according to CDC guidelines to prevent the spread of this pandemic in the facilities. When there is a confirmed positive case in our buildings, our team then provides a Rapid Response Sanitation Service which utilizes an Electrostatic Disinfectant Sprayer that sprays a specialized disinfectant chemical to kill COVID and protect the surface for up to 72 hours. All of NMS's disinfectant chemicals are on the EPA's list of approved chemicals proven to kill COVID. Again on this project, NMS fully adheres to the service schedule and remains on budget for the contracted work.

**LEED Green Standard Utilized:** Performance Metrics, Equipment Maintenance Program, Solid Waste Reduction, Building Specific Green Cleaning Plans, Sustainable Purchasing, Sustainable Equipment, Green Chemicals, Green Equipment, Hazard Communication, Effective Janitorial

Training, Hard-Floor and Carpet Maintenance, Hand Hygiene, Handling and Storage of Cleaning Chemicals, Record Keeping, Practices to Optimize Staffing and Training, Occupant Feedback and Evaluation of New Technologies.

**Contract Dollar Value:** \$3,969,846.40

**Date of Award and Completion:** Current Contract Term: 9/1/2020-8/31/2025

**Contacts:** David L. Magpali  
OCA - Building Maintenance Supervisor  
City of San Diego  
Department of General Services  
Facilities Services Division  
(858) 614-4051 Phone  
(619) 980-2916 Cell  
dmagpali@sandiego.gov

### *Organization Experience*

The following examples are provided to substantiate NMS as a result-driven service provider that will not fail, nor fall short of success in our mission. The following examples best demonstrate situations that exemplify NMS's unique ability to overcome adversity and the favorable end-result significant to our dedication and unwavering commitment to our customer's needs:

#### *Example 1:*

**Contract Number: N68711-04-D-3601 Base wide Custodial Services Navy Region Southwest Division-Naval Base Coronado (NBC) including NAS North Island, Naval Amphibious Base, Naval Station San Diego, Naval Outlying Field of Imperial Beach and San Clemente Island.**

*Situation: Due to lack of Government funding, services were cut significantly compared to the incumbent's custodial contract, unfortunately tenants across the 400 facilities of NBC were not notified of reduction in services, nor the new contract start date.*

**Action:** NMS's QC Supervisor, Carminia Rivera and PM Elvira Rodriguez created individual facility schedules with task frequencies, the janitor, supervisor and QC inspector's name and individual cleaning schedule for all 400+ facilities included in this contract. This information was personally provided to each tenant in charge of the facility along with a detailed schedule of services and the acceptable cleaning standards specific to the relevant service level per building. This information was provided in order to inform the customer of the tasks and frequencies to be performed under the requirements of the new contract and their Point of Contact that could answer any question or facilitate any request that should arise throughout the term of the contract.

**Result:** After successfully completing a custodial effectiveness audit, NMS conducted joint walk through's with government personnel and put in place service frequencies that matched what budgeting would allow, yet be effective enough to maintain the facilities according to APPA standards. Service levels "A" and "B" which were comprised of Executive Offices and high ranking command maintained a Level 1-Orderly Spotlessness and Service Levels "C", "D" and

“E” were consistent with APPA Level 2-Ordinary Tidiness. Our commitment to the health, safety and the appearance of the 400+ facilities and their occupants under the scope of this base-wide custodial service contract allowed NMS to establish close working relationships with our federal customer and by following through on our word, we achieved a reputation as an effective “can do” contractor.

***Situation:** NMS was awarded a bridge contract that the previous contractor had defaulted on and therefore the facilities were left in extreme sub-par condition due to neglected services and poor management.*

***Action:** NMS acquired the incumbent workforce and re-trained all new and existing employees according to our standard custodial training regimen which is now conducted upon hire and prior to our janitor’s first day on the job site. We implemented NMS’s standard operating cleaning procedures and developed the quality systems designed to meet the customer’s needs and expectations. This operation is now referred to as “NMS Management’s New Hire Training and Orientation”, a rigorous and in-depth 8-day new-hire training consisting of classroom learning and hands-on education.*

***Result:** The quality systems NMS implemented across the 400 facilities in this contract exceeded customer expectations, all service levels maintained an appearance consistent with APPA Standards Level 1 and 2. Commands were proud to receive various dignitaries on their visits, to include, in August 2005, former U.S. President of the United States George W. Bush, delivered a speech to service members onboard Naval Air Station North Island (NASNI), to commemorate the 60th anniversary of the allied forces victory over Japan during World War II, in which NMS’s staff was responsible for the special event preparation and cleanup. NMS’s quality services resulted in*



“Excellent” performance reviews across the board and a multitude of Letters of Recommendations from Department of Navy staff members.

***Example 2:***

**Contract Number: 62-2016RH Janitorial Services at the San Diego Unified Port District facilities, Properties and Public Restroom Facilities within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach**

***Situation:*** NMS Management recently took over a Janitorial Service contract for all San Diego Unified Port District facilities spread out across the vast coastline of San Diego County totaling approximately 200,000 cleanable square feet. Included in the scope of work is the responsibility of cleaning all 40 public restrooms, which has separate facilities for both men and women, which totals a total of 80 separate facilities located throughout the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.

***Action:*** On this contract, Public Restroom cleaning is all inclusive and mandatory twice daily cleaning during non-peak months and during the summer, the scheduled service is three times per day, for all 80 restrooms. When NMS took over responsibility of services the incumbent had defaulted and was actually terminated due to their continuous unsatisfactory services. As I’m sure you can imagine, much effort was dedicated to implementing thorough cleaning and disinfecting protocols that focus on tell-tale signs of contamination, such as unpleasant odors and visible stains or soils, and addressing key surfaces where germs are most common, NMS is proud to bolster our success of providing a healthy environment for the park visitors and patrons of the San Diego Unified Port District. This is evident in the steady stream of phone calls and emails from park occupants to our customer, commending the turn around in service.

***Result:*** Contract is currently operating successfully and we are still in our first term of the potential 5 year service contract.

***Situation:*** Every year during the 4<sup>th</sup> of July weekend, thousands of proud Americans flock to the beautiful San Diego bay locations that are spread out across the 2,500 acres of waterfront property that is managed under the jurisdiction of the San Diego Unified Port District. Year after year the

*public restrooms have been awful for any individual that happened to use the restroom facilities or portable restrooms that are laid out throughout the San Diego Bay and Harbor Parks.*

**Action:** During the annual 4th of July Celebration, the Port Director of General Services, Mr. Marco Cromartie, warned us of the chaos that will unfold with the large crowds that flock to the beach and horror story after horror story of the experiences that the Port Call-Center faced due to the disastrous condition after the previous company failed miserably during the previous 4<sup>th</sup> of July events. For this 4<sup>th</sup> of July weekend, in addition to the three times per day cleaning that NMS facilitates for the eighty (80) public restrooms, we were also responsible to clean, maintain and fully stock the restrooms and portable dispensers for an additional seventy-seven (77) portable restrooms, thirty (30) portable ADA accessible toilets and twenty-nine (29) portable hand washing stations. Being that this event was only one month and four days after we took over this contract, the Port Director stated that, aside from all the great news he is hearing about our service and the major improvements that are visible in the facilities, he will be a believer of our great service if this 4<sup>th</sup> of July happens to take place without any disasters that, without fail, occurred in each of the previous years.

**Result:** With proper planning and the deployment of a well-trained crew that was supported by a support staff of skilled supervisors, each allocated to a small team in separate regions across the bay, the Port Call Center did not receive one complaint throughout the three days which we are told is a miracle. Needless to say, we are happy to report that he is now “a Believer”. On August 23, 2016, Mr. Marco Cromartie personally made a special appearance to NMS’s Corporate office during our regularly scheduled bi-monthly managers meeting to congratulate our staff and share his high praise for our successful operations since beginning services at the Port Facilities. In the

ensuing years, each holiday weekend has gone off without a hitch and every year we have received commendations for our outstanding support for the success of the overall Big Bay experience.

### *Staff Experience*

NMS's directors, managers and crew leaders possess front-line leadership skills that emphasize the importance of knowing their people's strengths and weaknesses. This enables the utilization of each person's greatest ability. The advancement and education of our employees are one of NMS's core values. Our supervisors and managers receive personal instruction and extend the guided education to their employees. We at NMS find that, as a result, employees react favorably and devote their efforts to support our team's commitment to excellence in every service task. The success of these accomplished individuals is testimony to NMS Management's unique ability to manage and fulfill their contractual obligations effectively, on time and within budget. The experience and knowledge that NMS puts forth to accomplish each task is best exhibited in the resumes of our key personnel.

### *Key Personnel Resumes*

#### ▶ David Guaderrama

Phone: (619) 743-1219

E-mail: [dguaderrama@cox.net](mailto:dguaderrama@cox.net)

Website: [www.nms-management.com](http://www.nms-management.com)

*President, NMS Management, Inc.*

*36 years*

*Certified Executive Housekeeper*

*Bachelor of Science-Business Management, Tuck School of Business, Dartmouth University*

*Roles in the Project:*

*NMS President David S. Guaderrama is responsible for the organization's consistent achievement of its mission to provide highly responsive, cost-effective, and customer-centered janitorial services. Mr. Guaderrama, as President, has the fiducial responsibility for the project. Besides managing the executive meetings with our customers, he will ensure the planning and budgeting for the fiscal year is consistent with NMS's agenda. He negotiates contracts then oversees execution from beginning to end on the corporate level. Mr. Guaderrama consults with appropriate staff, Program Managers and Supervisors regarding policy content, activities planned, and services required in order to make the effective decision and take the proper action. He will be actively involved and sets precedence by leading his organization from the front lines.*

***Experience :***

*Mr. Guaderrama is a Certified Executive Housekeeper, he has also taken continuing education courses in Environmental Microbiology training, in addition to business courses at Amos Tuck School of Business Administration at Dartmouth College and most recently, he attended the University of Texas, El Paso's Executive Business Management Workshop. His areas of expertise include logistics and personnel management, along with contract phase-in and program management oversight. He is recognized as a man of integrity and respected by the SBA as an innovative entrepreneur for providing quality services to the customer and for being a compassionate business owner. As a result of Mr. Guaderrama's efforts, his company was chosen as "Minority Small Business of the Month" in April of 1997 and "Minority Owned Small Business of the Year" in 1998.*

***Work History:***

*Mr. Guaderrama has successfully developed and implemented contractual programs and projects providing for the maintenance and service support of health care, government and commercial facilities. Mr. Guaderrama oversees the company's entire portfolio of contracts. The Survey Team of the Joint Commission for Accreditation of Hospitals Organization (JCAHO) has recognized him for his leadership and management. While Director of Environmental Services at San Diego's Physicians & Surgeons Hospital, he implemented cost savings programs to reduce janitorial supply costs by 25%. Additionally he reduced pest control costs by 20%, reduced linen inventory and saved 20%, renegotiated waste disposal contracts for additional savings of 30% and finally improved efficiency and productivity by 5% through daily inspections and positive counseling. Mr. Guaderrama's past experience has required him to formulate and manage budgets ranging in value from \$60,000 to \$8,800,000 per year.*

## ► Liliana Montes

Phone: (619) 454-8809

E-mail: [liliana\\_nmsmanagement@hotmail.com](mailto:liliana_nmsmanagement@hotmail.com)

Website: [www.nms-management.com](http://www.nms-management.com)

***Director of Operations, NMS Management, Inc.***

***25 years***

***Project Management Professional***

***Bachelor of Science-Business Administration, Centro de Enseñanza Técnica y Superior***

***Roles in the Project:***

*Ms. Montes works under the direction of the President of NMS Management, Inc. She is a subject matter expert and knowledgeable regarding all contractual matters. She assists the president with contract development, administration, tracking, and analysis, as well as communication of supplier performance and contract compliance. Ms. Montes works on tasks associated with payroll, office administration, recruitment, selection, engagement, training, development and related recordkeeping. She will be responsible for the technical success of this contract. She reviews and executes all modifications, extensions and contract closeout requirements. She will work with the program manager to direct and coordinate the activities of NMS's contractual obligations and assigned objectives, as well as, coordinate with all levels of management to guarantee success on this project.*

***Experience :***

*Ms. Montes is fully knowledgeable in the Association of Physical Plant Administrators (APPA) cleaning standards and ISSA CIMS-GB Standards and how they apply to current operations. Ms. Montes' strict adherence to JCAHO, OSHA and Naval Medical Command Standards and Regulations have resulted in zero violations and a very low incidence of injuries companywide. Being fluent in English and Spanish, Ms. Montes is able to effectively communicate with the work force and the customer alike which adds to the company's great working relationship with the public, which is reflected in NMS' performance reviews.*

***Work History:***

*Ms. Montes has successfully developed, implemented and managed contracts providing base-wide custodial services to Naval Base Coronado (NBC) and more recently to Joint Base Pearl Harbor-Hickam. She has also been successful in the citywide janitorial operations with the City of El Cajon and the San Diego Unified Port District. It is her profound experience as Contract Administrator that enables her to offer such professional insight with NMS's operations. Prior to NMS, she has over ten years of experience as Human Resource Manager, Financial Department Manager, Environmental Services Director and Hospital Administrator. When Ms. Montes*

*joined NMS Management's staff, her Healthcare Management, organization and Human Resource skills quickly became an asset to the company.*

## ▶ Aranza Mesa

Phone: (619) 248-7226

E-mail: [nms.ameza@gmail.com](mailto:nms.ameza@gmail.com)

Website: [www.nms-management.com](http://www.nms-management.com)

### ***Project Manager, NMS Management, Inc.***

***22 years***

***Project Management Professional, ISSA Certified SME***

***Bachelor of Science-Business Management, University of Phoenix***

#### ***Roles in the Project:***

*Ms. Mesa will serve as the Project Manager and level one point of contact on this contract. She is a highly knowledgeable and a skilled Manager with great experience in managing complex janitorial contracts comprised of multiple facility locations. Ms. Mesa is fluent in English and Spanish, giving her an ability to communicate effectively with every employee; this guarantees the custodian fully understands the scope of work and methodology to complete their daily tasks in a timely and professional manner additionally and, most importantly, the performance outcomes that will be expected after completion. Ms. Mesa is a Subject Matter Expert with an in-depth knowledge and understanding of the policies, processes, procedures and principles compliant with ISSA's Cleaning Industry Management Standards (CIMS-GB). She has a remarkable ability to lead, guide, direct, develop and motivate at all levels, which has resulted in a proven ability to successfully operate her department within budget and according to contract specification.*

#### ***Experience:***

*Ms. Mesa is an experienced manager with a solid business background and experience in citywide janitorial service operations. She is a skilled team builder with exceptional interpersonal, communications and problem-solving abilities. She has a proven ability to instill efficiency, pride and enhanced productivity in providing contracted services to city governments. Additional demonstrated capabilities include facilitator, program/project analysis, quality control, and safety program management.*

#### ***Work History:***

##### ***Program Manager, 2016-Present***

*Reported to the Contractor Administrator. Responsible for full management control of a contract with the Port of San Diego. Contract included the daytime and cleaning of all Port facilities located in San Diego as well as the Public Comfort Stations and Drinking Fountains. She has implemented our current company safety procedures and trained employees according to Cal-OSHA and NMS safety standards. She has*

*diligently and successfully worked as liaison between company and customer since assuming this position in 2016.*

## ► Elvira Rodriguez

Phone: (619) 454-8805

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Website: [www.nms-management.com](http://www.nms-management.com)

### ***Quality Control/Safety Inspector, NMS Management, Inc.***

***19 years***

***Project Management Professional, ISSA Certified SME***

***Bachelor of Science-Healthcare Administration, California College-San Diego***

#### ***Roles in the Project:***

*Ms. Rodriguez is responsible for conducting assigned quality control inspections utilizing NMS's CleanTelligent System. Ms. Rodriguez operates out of NMS Management's Corporate Office and under NMS's Corporate budget as an independent and objective viewpoint to monitor the project staff's quality work. Ms. Rodriguez will make regular unannounced visits to the project during daytime and nighttime operations and conduct her own independent quality audits with random inspections and reviews of quality documentation. Furthermore, Ms. Rodriguez also has the authority to order immediate corrective action for any work found to be inconsistent with NMS standards and maintain direct communications with the executive officers of NMS to assure that all areas of concern are promptly resolved. It is her duty to pay close attention to deficiency notices and the corrective actions taken to address them and follow up to verify that it has been corrected.*

*As an organization that is committed to efficiency and increased productivity, NMS has adopted CleanTelligent janitorial software, which enables online inspection, communication, and tracking Computer Maintenance Management Software. Inspections are performed on a hand-held device and performed by the Quality Control Inspector(s), including Project Manager and Supervisors. Inspection data is compiled, and reports generated for analysis as part of NMS's continuous improvement initiative.*

#### ***Experience:***

*Ms. Rodriguez brings an extensive array of quality management experience spanning over 19 years, from a broad range of industries. At the corporate level, she is responsible for NMS Management's ISO 9001 certification. As a result of her improvements to NMS's Quality Management System, NMS repeatedly demonstrates the ability to consistently provide services that meets our customers' requirements,*



*efficiently and effectively with minimal use of company resources. As a subject matter expert, she has proven highly effective in providing oversight to ensure contract requirements are met and contractual obligations are satisfied. She has effectively developed and implemented economic procedures for the efficient use of material, machines, and the elimination of “deadwood” employees. At every location, she develops, implements and assesses quality control plans; reviews costs and guarantees the quality of services.*

***Work History:***

***Quality Control Manager, 2006-Present***

*Reported to the Contract Administrator. Responsible for the overall management of the Quality Control Plan of NMS Management, Inc. Responsible for the overall implementation of the Safety Program and Hazardous Material Plan. Review scopes of work, requirements and specifications. Keeps daily log. Ensures that work performed exceeds quality as required in the contract. Performs periodic inspections of work on a daily basis. Expert of quick-start contract phase-in plans to facilitate the transition process for newly contracted services. Our experienced team ensures continuity of operations and a seamless transition. Experienced public sector contractor with a proven track record and in-depth understanding of government and public sector requirements.*

***Quality Control Supervisor, 2004-2006***

*Reported to the Program Manager. Responsible for quality control supervision for the Navy Region Southwest Military Maintenance Contract (MMC). Duties included ensuring compliance with contractual obligations for all facilities on NAS North Island, Naval Amphibious Base, Naval Station San Diego, Naval Outlying Field of Imperial Beach and San Clemente Island. Responsible for training, scheduling, supervising and inspecting all services as required by contract. Contract consisted of daily cleaning of over 1.5 million square feet spread out across 400 buildings including offices, classrooms, machine shops and laboratories; cleaning and supply control in all restrooms, as well as, nightly, weekly, bi-weekly, monthly, quarterly, annual and bi-annual floor services, consisting of spray buff, strip and wax resilient floors, machine scrub masonry and carpet shampoo.*



## Service Approach and Methodology

NMS will provide Janitorial Maintenance Services for Public Utilities Department (PUD) Chollas Buildings A & B and Warehouse Trailer, in accordance with the Scope of Work, by providing all labor, supervision, equipment, and materials necessary for performance under this Contract. Daily, nightly cleaning and periodical services will be provided by solely NMS's trained and qualified personnel, without the use of subcontractors or outside personnel. Daily and nightly cleaning services include, but are not limited to, cleaning of offices, conference rooms, lobbies, corridors, restrooms, lunchrooms, removal of solid waste and trash, carpet cleaning, window washing, and light fixture cleaning. Periodical Services include strip/wax, burnish, and carpet cleaning.

To ensure a seamless contract transition between the incumbent and NMS, NMS anticipates hiring predominantly most existing incumbent employees. Approximately 30-60 days prior to contract start date, NMS Human Resources Representatives shall conduct hiring interviews and process qualified incumbent employees through the normal recruitment process. For any personnel shortfalls, NMS shall seek applicants through normal recruitment channels.

NMS shall provide fully qualified and trained personnel to perform contractual services. Contractors will be U.S. Citizens or aliens legally admitted for permanent residence in the U.S. In the case of hired aliens, proof of U.S. legal residency will be verified prior to commencing work. Additionally, contractor personnel shall be able to talk, read and write English to the extent required to perform under this contract.

Qualified personnel shall be onboard and ready to perform on the contract start date, throughout the period of performance. NMS will ensure that the project sites are adequately staffed to perform contractual requirements at all times and shall maintain an "on-call" list of qualified replacements that possess City Badging in the event of employee absence.

NMS shall designate a qualified and competent Project Manager (or Site Manager), with supervisory and technical knowledge of all janitorial functions, including performance requirements, schedules, work assignments, equipment, machinery, and materials. The contractor Project Manager shall be the primary point of contact for the customer on all matters related to contract performance, including deficiencies requiring immediate corrective action.

### *Work Assignment Sheets*

An effective Custodial Service Operational Plan is sustainable and provides value. We are confident your facilities will benefit greatly from our efforts to create a clean, safe, and productive environment in your facilities while our operational efficiencies create value to your budget. NMS Management, Inc. is committed to accomplishing your janitorial services with the objective of satisfying or exceeding the standards as defined in the Scope of Work and to continually strive to satisfy and delight our customers by maintaining your facilities in an orderly, clean, and healthy condition.

### *Approach to Provide Services*

The management team of NMS specializes in creating and sustaining attractive, clean, healthy, and safe working environments. Backed by the professional support of our entire organization and the technological resources due to advancements within our industry, NMS's cleaning programs have yielded measurable results by improving quality outcomes, with reduced operational costs as well as minimizing any risks to our customers. Prior to an employee being allocated to a job site, they must successfully pass NMS's chemical analysis to ensure they are of good moral character and have the capacity and enthusiasm to support our company mission and values.

### *Overview of NMS Drug and Alcohol Testing Procedures and Policy*

NMS is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to NMS. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes NMS to the risks of property loss or damage, or injury to other persons. The following rules and standards of conduct apply to all employees both on or off company property or during or after the workday (including meals and rest periods).

#### *The following are strictly prohibited by NMS:*

- Possession or consumption of alcohol or being under the influence of alcohol while on the job.
- Driving a Company vehicle within eight hours of consuming alcohol or at any time while under the influence of alcohol or a drug that impairs performance or judgment.
- Distribution, sale or purchase of an illegal or controlled substance while on the job.
- Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated. NMS also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, NMS reserves the right to conduct searches of company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a

supervisor of such use immediately before starting or resuming work. NMS may require a written authorization form from the employee's physician prior to permitting an employee to work who is utilizing such prescription or over-the-counter medication.

NMS will encourage and reasonably accommodate employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request treatment or rehabilitation leave and contact their program manager for additional information. NMS policy on treatment and rehabilitation is not intended to affect NMS's treatment of employees who violate the policies described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. NMS fully complies with all applicable State and Federal laws concerning employees who engage in voluntary alcohol or drug treatment and rehabilitation.

### *NMS Reasons for Drug Testing*

#### **Pre-Employment**

Pre-employment testing is conducted to prevent the hiring of individuals who use illegal drugs. An individual is required to provide a drug test specimen during the job application process, typically after a conditional offer of employment. After a negative test result, we will make a job offer to the applicant.

#### **Periodic**

Periodic testing is usually scheduled in advance and uniformly administered to all employees. A drawback of this method is that employees can prepare for a screening by ceasing their drug use in advance of the scheduled test.

**Random**

Random testing is a strong deterrent to drug users because it is conducted unannounced. Using a random selection process, the employer selects one or more individuals from all of the employees included in the employer's workplace drug testing program. NMS fully supports this means of drug testing in accordance with the U.S. Department of Transportation and FTA regulations.

**Reasonable Suspicion**

Reasonable suspicion testing, sometimes referred to as "probable-cause," or "for-cause" testing, is conducted when supervisors have evidence or objective reasons to suspect drug use. Since this type of drug testing is discretionary, it requires stringent supervisor training to ensure consistent application of the program across the workforce.

**Post-Accident**

Testing following an accident sometimes referred to as "post incident" testing can help determine whether drugs or alcohol were a factor.

We have a long history of performing janitorial contracts with public agencies and our performance has been stellar throughout the term of every single contract. The standard of cleanliness set by NMS Management is supported by our distinguished managers and our dedicated workforce. We feel strongly that if you set a high level of expectation, you will find that most employees will rise to or exceed that level of expectation. NMS will deliver a qualified workforce that is fully knowledgeable in the appropriate cleaning methodologies to provide a safe, healthy and aesthetically pleasing environment during our performance of Janitorial Maintenance Services at various Public Utilities Department facilities and treatment plants.

### *Start-up Activities*

NMS will deliver an effective high performance cleaning service plan to encompass all facilities and service areas within the City of San Diego's contractual perimeters. The quality of our daily janitorial services is supported by a comprehensive quality management system that will guarantee top-tiered performance outcomes on a consistent basis to guarantee the City reliability and consistency in our services. To successfully deliver on this promise, we invest heavily into the training and qualification of both our new hires and the incumbent workforce that we assume. Our training program will be much more in depth and hands-on than any of our cleaning competitors. We use a comprehensive approach to train all site personnel in proper green cleaning and safety techniques. No other company provides the extensive training and one-on-one instruction to their workers as we provide here at NMS. We approach our profession as a science and refuse to be held responsible for those that are less enthusiastic about their line of work, for this reason we avoid subcontractors to every extent possible. It is our strong belief that a contract award to NMS Management will be most beneficial to the City, their respected staff, and the preservation of their assets.

NMS has over thirty-seven years of experience in the startup, execution and successful managing of janitorial service projects. As a result, we have established protocols on projecting the required labor hours in order to support City specifications as well as allowing our company to be competitive in the current market. Our long history of performing green cleaning custodial contracts, including institutions of higher education, police & fire headquarters, county administration buildings, water reclamation plants, multiple libraries, event centers and offices has been stellar throughout the term of these contracts. We fully anticipate extending these successful operations to the City of San Diego managed facilities.

### *Human Resources*

At NMS Management, we believe that qualified and motivated employees are the fundamental element to our success. It is imperative that all employees are treated with respect and dignity, provided with competitive compensation and that personal growth is supported at every level throughout their career. Because the quality of our employees is the key to our success, we carefully select our new employees and provide extensive training in all aspects of janitorial services starting from the fundamentals and continually progress to the most advance procedures. In turn, we expect our employee's maximum contribution to the success of the Company.

NMS's Human Resources Department establishes processes, instructions, tools, and metrics that enable the delivery of safe, healthy, efficient, and reliable work environments to allow our workforce to better achieve our clients' goals. In following our commitment to providing a work environment where employees can thrive with productivity and take pride in their work, the principals of NMS have created an NMS Employee Handbook which fully defines the terms and conditions of employment at NMS and NMS Management Standard Operating Procedures Guidebook, which is designed to help maintain process, ensure quality outcomes and better assist us to remain competitive in the current business environment. Our Handbook was also designed to familiarize all employees with our company policies, requirements and standards of conduct during employment with NMS. Likewise, NMS's Standard Operating Procedures reduces service variation, which is counterproductive to our efficient efforts.

### *Employee Screening Process*

NMS takes great pride in hiring strictly trust-worthy and honorable employees that undergo a rigorous background check and stringent verification process. By investing heavily in our human

resources department, employee training and back office support we give confidence that our customers will receive the highest possible level of service for their facilities.

- NMS screens all employees to ensure that all prospective representatives of NMS are of good moral character and they will support and maintain NMS's high standards for quality, integrity and policy of a drug and alcohol free work place.
- All prospective NMS applicants undergo Physical Examinations, TB Screening and immunization against Hepatitis B prior to assignment at any facility.
- All new employees are placed on 90 days probation to ensure that they support and maintain NMS policies, procedures and regulations and share the commitment and dedication to the high standards of quality and customer satisfaction.
- All NMS employees are U.S. Citizens or they possess a valid permanent resident card. We fully investigate all applicants and conduct the following investigations to verify compliance both upon hire and semi-annually: I-9 verification, DMV, criminal, and credit checks.

NMS Management, Inc. is dedicated to outperforming the competition in service, quality, convenience and responsiveness while maximizing our internal operating efficiency. Our number one priority is to meet the complete satisfaction of the property managers, building owners and tenants who use our services.

### ***Loss Prevention***

The following directives have been established as key elements of NMS Management, Inc.'s Loss Prevention Program. Such directives have been created to mitigate possible opportunities of employee theft, theft of customers' property, burglary and/or vandalism by our workforce while on location in performance of contracted services. From our inception to the current date, we have never had any accusation of such acts by our workforce.



### *Pre-employment Screening*

The first line of defense against employee theft is by hiring honest employees at the outset. This is accomplished through a program of pre-employment screening. By performing in-depth checks of an applicant's job history, references, credit history, driving record, etc., NMS has reduced its exposure to theft while creating an environment of honesty. Our experience shows, that our thorough screening process conveys to employees that management is concerned with ensuring the highest level of integrity in our workforce.

### *Procedure Controls and Devices*

NMS boldly implements procedures limiting or deterring the opportunity for theft in our customer's facilities. Workflow and task assignments have been arranged so that the work of one employee acts as a control on that of another, similar to a system of checks and balances.

### *Employee Job Satisfaction*

Human Resources promotes initiatives designed specifically to build employee loyalty and align employee and company goals, promotion-from-within policies and fair compensation practices which can be effective at reducing employee theft. Through such programs, management can establish an atmosphere of positive attitudes that will benefit the company not only in terms of increased honesty, but in terms of increased productivity as well.

### *Enforcement Policy*

Although its effectiveness is often debatable, NMS's policy of dismissal/prosecution is considered a useful control strategy because of its role as a deterrent. The fear of being caught, coupled with dismissal (being terminated), possible prosecution, and the threat of jail (depending on the severity of the crime), will cause many employees to think twice about stealing. Managers have been trained in the procedures to be followed in questioning or detaining a suspected thief.

### *Theft Prevention*

Most of the procedures discussed herein are suitable for both preventing employee theft and also effective in preventing the theft of customers' property by employees. We are strong supporters in hiring honest people, having human resource programs designed to build employee loyalty, and establishing a policy of dismissal/prosecution for every employee of NMS to follow.

### *Employment Policy*

The first 90 days of employment at NMS is considered a trial period. During this time, employees will learn their responsibilities, get acquainted with fellow employees and determine whether or not they are a good fit for the job. Also, during this time, their supervisor will closely monitor their performance on the job.

Upon completion of the trial period, NMS will review the employee's performance. If NMS finds the performance satisfactory and decides to continue the employment, it will advise of any improvements expected from the employee. At that time, the employee may express suggestions to improve NMS's efficiency and operations.

During the first 90 days, their employment is At-Will. Their employment thereafter continues as At-Will. Completion of the trial period does not entitle any employee to remain employed by NMS for any definite period of time. Both the employee and NMS are free, at any time, with or without notice and with or without cause, to end the employment relationship.

During the trial period, every supervisor will explain in detail the job responsibilities and the performance standards expected of every employee. Job responsibilities may change at any time during their employment. From time to time, janitors may be asked to work on special projects or to assist with other work necessary or important to the operation of their department or NMS. Cooperation and assistance in performing such additional work is expected.

NMS Managers/Supervisors will assign each employee their individual work schedule. All employees are expected to be at their desks or work stations at the start of their scheduled shifts, ready to perform their work. Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, supervisors must be notified, who may authorize an exchange, if possible. Work schedule exchanges will not be approved for mere convenience or if the exchange will result in disruption of or interference with normal operations or if it will result in unnecessary overtime.

### ***Paid Sick Leave Policy***

NMS Management, Inc. is sensitive to the health and well-being of our employees. We recognize that employees will need days off from work to address their medical needs and the needs of their family. In accordance with the Healthy Workplaces/Healthy Families Act of 2014, all regular full-time and part-time employees that have been employed by NMS for a period of at least 90 days will accrue 40 hours of paid sick leave, paid at regular wage rate. This cost has been factored into our cost proposal and is one of many factors that differentiate NMS from our competition and why our employees are so dedicated to the company.

### ***Timekeeping Requirements***

All employees are required to record time worked on a time clock, time sheet or biometric station (where applicable) for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the worksite for any reason other than the Employer's business. Any handwritten marks or changes on the timecard must be initialed by a supervisor. NMS has a strict policy against punching another employee's timecard, allowing another employee to punch their timecard, or altering a timecard. Salaried and exempt employees may also be

required to record their time on either a timecard or a time sheet. NMS Management has sophisticated procedures in place on multiple levels to validate attendance and punctuality for all service level employees.

### ***Payment of Wages***

Paydays are on the 10th and 25th of the month, for the semi-monthly pay periods ending on the last day of the month and the 15th respectively. Paychecks are given to the Supervisor and then distributed to each employee at the job site.

### ***Performance Evaluations***

Employees will receive periodic performance reviews by supervisors and/or managers. The first performance evaluation will be after completion of the trial period. After that review, performance evaluations will be conducted annually, on or about the anniversary date of employment with NMS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems. Performance evaluations may review factors such as the quality and quantity of the work being performed, the knowledge of the job, initiative, employees' work attitude and their attitude towards others. The performance evaluations are designed to help the worker become aware of their progress, areas for improvement and objectives or goals for future work performance.

### ***Standard Operating Procedures***

NMS's Standard Operating Procedures (SOP) is a detailed manual created to provide guidance as to how a certain cleaning task is completed in the most efficient and effective manner according to Industry Best Practices. The purpose of the SOP is to provide enough detail so employees can perform the task correctly as they have been instructed during NMS's hands-on training and

orientation. Additional instruction is also provided on the safe and proper use of all chemicals and equipment in addition to the step-by-step procedures for specific cleaning requirements.

### ***NMS Training Program***

NMS is a firm believer that training is an important part of the performance outcomes that we provide. Our training program will be much more in depth and hands-on than any of our cleaning competitors. We use a comprehensive approach to train all site personnel in proper green cleaning and safety techniques in addition to quality assurance techniques and efficient operational functions. This training will include information on responsibilities, forms, reports, preventative measures, corrective actions, service implementation, quality work systems, job site conduct and a plethora of other topics including individual task cleaning procedures for a total of 22.5 hours, which is paid training time, prior to being allocated to the job site.

We invest countless hours into the research, training, and program development in our efforts to meet and exceed our customers' needs and expectations. Our pledge is to provide top-notch cleaning and building maintenance services, with a commitment to continually investigate and implement newer, more sustainable products and processes that are user friendly, fiscally responsible, and protect our environment. We have an extensively researched and documented training manual, which outlines key functions in all areas of janitorial services. The following are representative of such procedures:

### ***Ongoing Training & Education***

Training at NMS is continuous, as is our Green Cleaning Training regimen, which is conducted by our managers, supervisors and/or Safety Training staff. Consisting of proper cleaning procedures and safety practices.

### *Cleaning Methodology*

NMS's cleaning methodology is based on relevant current guidelines and best industry standards. For example, our staff focuses on building entryways, both inside and out. Trapping and removing dirt and pollutants before they enter the building is the green goal. Cleaners are directed to frequently clean entrances and entryway mats. Additionally, our cleaning manual is continually reviewed and improved in an ongoing effort to provide a better work environment for our clients.

### *Proper Usage of Cleaning Equipment and Solutions*

Our janitorial teams are trained in the proper use of equipment and cleaners including accurate product dilution and procedures for minimizing particles of dust and chemicals in the air. Maximizing cleaning efficiency and minimizing waste is the ultimate goal.

### *HEPA Compliance*

NMS staff empties HEPA bags at the end of their shift or when they are half-full. Our staff is also trained in proper vacuuming, extraction, rinsing and drying techniques, and taking the necessary steps to complete each process thoroughly.


### *Focus on Preventative Measures*

Our cleaning staff is trained to focus on cleaning touch points such as door knobs, handles, bright work, fixtures and any other common areas in the building where occupants come in contact. Our staff also takes the time and care to properly apply disinfectants in restrooms by following the proper dwell time for chemicals to work on the surface. The main purpose is to disinfect or remove any spot by using less product, while maintaining a hygienic environment.

### *Safety Training Chart*

NMS's classroom training involves technical and detailed safety information for a total of 22.5 hours before a new employee reports to a job site, existing employees must complete 12 hours of

training annually and managers must satisfy 87 hours of training. Training is continuous and mandatory, and then reinforced through monthly in-house training and on-the-job instruction. The enclosed Safety Training Chart lists the individual subjects covered in a standard janitorial service contract orientation. (See Safety Training Chart Diagram below)

NMS Management, Inc.		SAFETY POLICIES AND PROCEDURES			
		SAFETY TRAINING CHART			
		Total Training Annual Hours Required			
#	Topics	New Employees	On-Going Training	Management Training	Other
1	Security Policy (Access to Customer Property/Badging)	0.50	On-Going	1.00	
2	Sign In/Out & Key Policy	0.50	On-Going	1.00	
3	Uniforms Policy	0.50	On-Going	1.00	
4	Employee Rights/Benefits	1.00		6.00	
5	Workplace Illness Prevention	1.00	On-Going	3.00	
6	Preventing Cross Contamination	1.00	On-Going	3.00	
7	Hazardous Communication Training	1.00	On-Going	3.00	
8	SDS Sheets	0.50	On-Going	1.00	
9	Occupancy Emergency Plan	0.50	On-Going	1.00	
10	Pandemic Mitigation Procedures	1.00	On-Going	1.00	
11	CAL/OSHA Regulations	1.00	On-Going	5.00	
12	Personal Protective Equipment (PPE)	1.00	On-Going	3.00	
13	Blood Borne Pathogen (OSHA Standard 29 CFR 1910.1030)	0.50	On-Going	3.00	
14	Train the Trainer Blood Borne Pathogen	0.50		2.00	
15	Bio Clean Procedures & Cleaning Blood Spills	0.50	On-Going	1.00	
16	Spill Containment and use of Spill Kits	0.50	On-Going	1.00	
17	Harassment (Sexual, Religion, Disability, Etc.)	0.50	On-Going	1.00	
18	Accident Prevention	0.50	On-Going	5.00	
19	Emergency Procedures	1.00	On-Going	3.00	
20	Safety & Health	1.00	On-Going	3.00	
21	Storm Water Pollution Prevention Plan	0.50		1.00	
22	Slip and Fall Hazard	1.00	On-Going	1.00	
23	Chemical Training (OSHA Title 29, Part 1910.1200)	1.00	On-Going	1.00	
24	CleanTelligent	0.50		10.00	
25	Inspection Policy	1.00	On-Going	10.00	
26	Disciplinary Action	1.00	On-Going	6.00	
27	Energy Conservation Plan	1.00		1.00	
28	NMS Adv. Clean Procedures	1.00	On-Going	6.00	
29	On The Job Behavior	1.00	On-Going	3.00	
<b>Total Training Hours Required</b>		<b>22.50</b>	<b>On-Going</b>	<b>87.00</b>	

Incentive Annual Program By Categories

To qualify for the one time annual incentive paid program no injuries or accident must occurred during a 12 months period.

#	Category	Overall Company			Total	
		By Department	Wide			
1	Manager	\$ 50.00	\$ 100.00	\$	150.00	Plus 1 Paid Day Off
2	Supervisor	\$ 25.00	\$ 50.00	\$	75.00	Plus 1 Paid day Off
3	Lead	\$ 15.00	\$ 25.00	\$	40.00	Plus 1 Paid day Off
4	Janitor	\$ 10.00	\$ 15.00	\$	25.00	Plus 1 Paid day Off
5	Periodical Specialist	\$ 10.00	\$ 15.00	\$	25.00	Plus 1 Paid day Off

*Annual Safety Training Calendar*

The Safety Training Chart below lists the individual subjects covered for a standard new hire that will attend NMS’s new hire training & orientation program. Please Note: The entire duration of this training regimen is conducted at NMS’s Corporate Office. (See Safety Training Calendar).

NMS Management, Inc.



SAFETY POLICIES AND PROCEDURES

SAFETY TRAINING 2017 CALENDAR

#	Topics	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Security Policy (Access to customer Property/Badging)	1/7/17				5/4/17					10/5/17		
2	Sign In/Out & Key Policy							7/29/17					
3	Uniforms Policy			3/23/17					8/10/17				
4	Employee Rights/Benefits				4/1/17								
5	Job Site Safety Orientation		2/4/17							9/9/17			
6	Standard Operation Procedures-Cleaning		2/4/17				6/1/17				10/5/17		12/29/17
7	Standard Operation Procedures-Safety	1/7/17					6/1/17						12/29/17
8	MSDS Sheets			3/11/17									12/2/17
9	Occupancy Emergency Plan				4/24/17							11/9/17	
10	Pandemic Mitigation Procedures										10/28/17		
11	CAL/OSHA Regulations		2/4/17			5/22/17				9/21/17			
12	Personal Protective Equipment (PPE)						6/17/17						
13	Blood Borne Pathogen	1/28/17							8/19/17				
14	Train the Trainer Blood Borne Pathogen					5/22/17							
15	Bio Clean Procedures & Cleaning Blood Spills			3/11/17				7/6/17					
16	Spill Containment and use of Spill Kits		2/25/17						8/19/17				
17	Harassment (Sexual, Religion, Disability, Etc.)					5/4/17						11/18/17	
18	Accident Prevention				4/1/17					9/9/17			
19	Emergency Procedures	1/28/17						7/29/17					
20	Safety & Health			3/11/17							10/28/17		
21	Stom Water Pollution Prevention Plan											11/9/17	
22	Slip and Fall Hazard		2/25/17							9/21/17			
23	Chemical Training				4/24/17				8/19/17				
24	CleanTelligent												12/7/17
25	Inspection Policy							7/6/17					
26	Disciplinary Action	1/28/17					6/17/17					11/18/17	
27	Energy Conservation Plan			3/23/17									
28	NMS Adv. Clean Procedures					5/27/17					10/15/17		
29	On The Job Behavior									9/30/17			



### *Green Cleaning Products and Equipment*

NMS Management, Inc. is a janitorial services provider that is committed to delivering high quality services by way of environmentally friendly products and equipment. As cleaning specialists, NMS is committed to the health of our staff and the protection of the environment. All cleaning products used on this project shall be Pre-Approved Products accompanied by the related SDS sheet. Furthermore, all cleaning equipment used on this project will meet the following requirements:

- Vacuum cleaners are certified by the Carpet and Rug Institute “Green Label” Testing Program.
- All new vacuum cleaners purchased will operate with a sound level of less than 70dBA.
- Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, are equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
- Automated scrubbing machines are equipped with variable speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids.
- Battery-powered equipment is equipped with environmentally preferable gel batteries
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

### *Schedule of Equipment*

Every NMS cleaning crewmember assigned to this project will be provided thorough training on each item and piece of equipment that will be utilized in their daily tasks. All proper use and proper maintenance care of equipment on and off site is documented in NMS's Standard Operating Procedures Handbook and copies will be stored in the janitor closets along with MSDS sheets for each chemical. This documentation includes training, proper operating instructions, along with all maintenance records. These records will be furnished to the customer.

### **BACKPACK VACUUM**

- SUPER COACHVAC HEPA

The Super CoachVac HEPA is a productivity powerhouse designed to tackle the most demanding cleaning challenges. This powerful and high filtration unit is ideal for vacuuming high square-footage areas that require the utmost cleanliness.

### **UPRIGHT VACUUMS**

- TORNADO CV38

These commercial vacuums meet true HEPA guidelines for levels of filtration exceeding those of typical or even other HEPA-like vacuuming systems. These HEPA filtration vacuum cleaners meet or exceed the majority of indoor air quality standards with an ultra-capable 3-stage High Efficiency Particulate Air (HEPA) filtration system. This system removes 99.97% of all particles over 0.3 microns, making this vacuum perfect for removing all manner of dust and dirt. The CV38 vacuums are ideal vacuums for areas where asthma and allergy sufferers frequent. The Tornado series filters ALL air through the HEPA filter, making it a true Sealed HEPA cleaner.

- NSS PACER 15UE

The Pacer 15 UE is the best value in single-motor uprights. All of the features you need are bundled into this affordable package. Three stage filtration system with HEPA performance. 99.97% efficient at 0.3 microns. Fully compliant with LEED requirements. CRI Gold rated. Quiet operation at only 67 dBA.

- **WINDSOR SENSOR**

Feel comfortable knowing this Windsor Vacuum has CRI Indoor Air Quality Program Approval. Windsor Sensor XP is a true HEPA upright commercial vacuum. The Sensor is the perfect vacuum for hotels, schools, hospitals and more! Anywhere you look you will see our trusty vacuums working long hard hours keeping the world clean by removing soils that would ruin your carpets and hard floors

## **CARPET CLEANERS**

- **ADVANCE AQUACLEAN XP CARPET EXTRACTOR 16" & 18"**

AquaClean self-contained carpet extractors include the basic, hard-working. This productively extends dump and refill intervals, while allowing foot traffic to return sooner as the carpet dries more quickly. Operating AquaClean in low-moisture mode has earned it the Carpet and Rug Institute (CRI) Seal of Approval.

- **ECO 500 AWH Series**

The all new portable ECO-500 AW Series upright extractors equip carpet cleaning professionals with all of the tools required to achieve contractor-grade, deep-cleaning results. These ten-gallon workhorses are designed to meet a multitude of cleaning demands, and are equipped with all-new advanced technology, high-efficiency air-watt motors for increased cleaning performance. The ECO-500 AW Series upright extractor provides superior flexibility for smaller spaces, portability, and tackles virtually any cleaning task including restorative carpet care, stairs, upholstery, fabric

office partitions, and even hard surfaces with grouted tile. With convenient, cost-effective, disposable filters, the ECO 500 AW Series is perfect for cleaning crews on the go.

- NOBLES STRIVE DUAL CARPET CLEANER
- NOBLES POWER EAGLE 1016 SELF-CONTAINED

### **KAIVAC CLEANING SYSTEM**

- KaiVac 2150 No-Touch Cleaning® System

The KaiVac 2150 wields a 21 gallon fresh water tank and 19 gallon recovery tank, along with a powerful 500 psi pressure spray for fast and effective cleaning in larger facilities. An indoor pressure washer combined with chemical injection and wet vacuum technologies empower workers to deep clean without ever having to touch soiled, contaminated surfaces.

### **FLOOR MACHINE**

- ADVANCE ADVOLUTION™ 20XP

Advolution™ 20XP cord electric burnishers are designed to maximize performance, productivity, and operator ease. 20XP models use the unique Flex Floor™ Technology, enabling the motor to pivot and hug floor contours. Operating at less than 67 dB A, Advolution 20XP is perfect for daytime burnishing. Advolution 20XP is a 20-inch dust control model that runs at 2,000 rpm. Powerful suction collects burnishing dust in the unit's dual-port dust bag, providing total dust control for improved indoor air quality to protect the health of the operators and facility occupants. ADVOLUTION 20XP can contribute to points earned under Credit EQ 3.7 of the LEED Green Building Rating System and meets standards and requirements of GS-42.

- ADVANCE PACESETTER™ 20" Two Speed

Speed The Pacesetter™ line of floor machines feature heavy-duty construction, including an all-cast metal frame and chrome-plated base. An ergonomic molded handle protects hands while operating along walls and around corners. A compression style lever easily adjusts handle height.

The Pacesetter 20TS is a two-speed floor machine with a 1.5 hp and DC rectified motor. The two-speed machine runs at 180 and 320 rpm. ADVANCE PACESETTER™ 20" Two Speed can contribute to points earned under Credit EQ 3.7 of the LEED Green Building Rating System and meets standards and requirements of GS-42

- ADVANCE TERRA 3700B RIDER SWEEPER

### **WALK BEHIND SCRUBBER**

- NOBLES SPEED SCRUB AUTOMATIC SCRUBBER

Equipped standard with either ec-H2O™ or FaST® technologies extending scrubbing three times longer between empty/fills. Wider cleaning path, combined with advanced technologies, increases productivity by over 30%. Able to clean in virtually all the same spaces as a traditional 20" scrubber. Perfectly sized for small and mid-sized retain facilities and route cleaners. Gain extra coverage (XC) in cleaning both open and tight spaces using advanced technologies in one cost-effective ultra-maneuverable autoscrubber. Solution/Recovery Tanks

- TENNANT 5400 CYLINDRICAL WALK BEHIND SCRUBBER

The Tennant 5400 cylindrical eliminates the need for pre-sweeping because of its brush type. Cylindrical scrubbing heads are for wet scrubbing and sweeping floors with light or occasional debris and for tile surfaces. Cylindrical heads can deep-clean grout lines and also eliminate streaking.

- TENNANT 5400 WALK BEHIND SCRUBBER

### **BURNISHER**

- NOBLES ULTRASHINE DUST CONTROL BURNISHER

High speed dust control burnisher. Free floating head for even results on irregular floors. Easy to burnish hard-to-reach areas with low profile base.

- WAXIE 1500 BURNISHER

- NOBLES SPEEDSHINE SERIES LOW SPEED

### **WET/DRY VAC**

- NOBLES TYPHOON 16B WET/DRY VAC
- NOBLES TYPHOON 1610P WET/DRY VAC
- NOBLES TYPHOON EV WET/DRY VAC

### **SWEEPER**

- SCOUT 5 COMPACT BATTERY SWEEPER

The twin, counter-rotating brushes combine overthrow and direct sweeping principles to capture large and small debris with one machine. TwinMax technology is designed for sweeping multiple floor surfaces in both indoor and outdoor environments.

NOBLES SCOUT 28 BATTERY SWEEPER

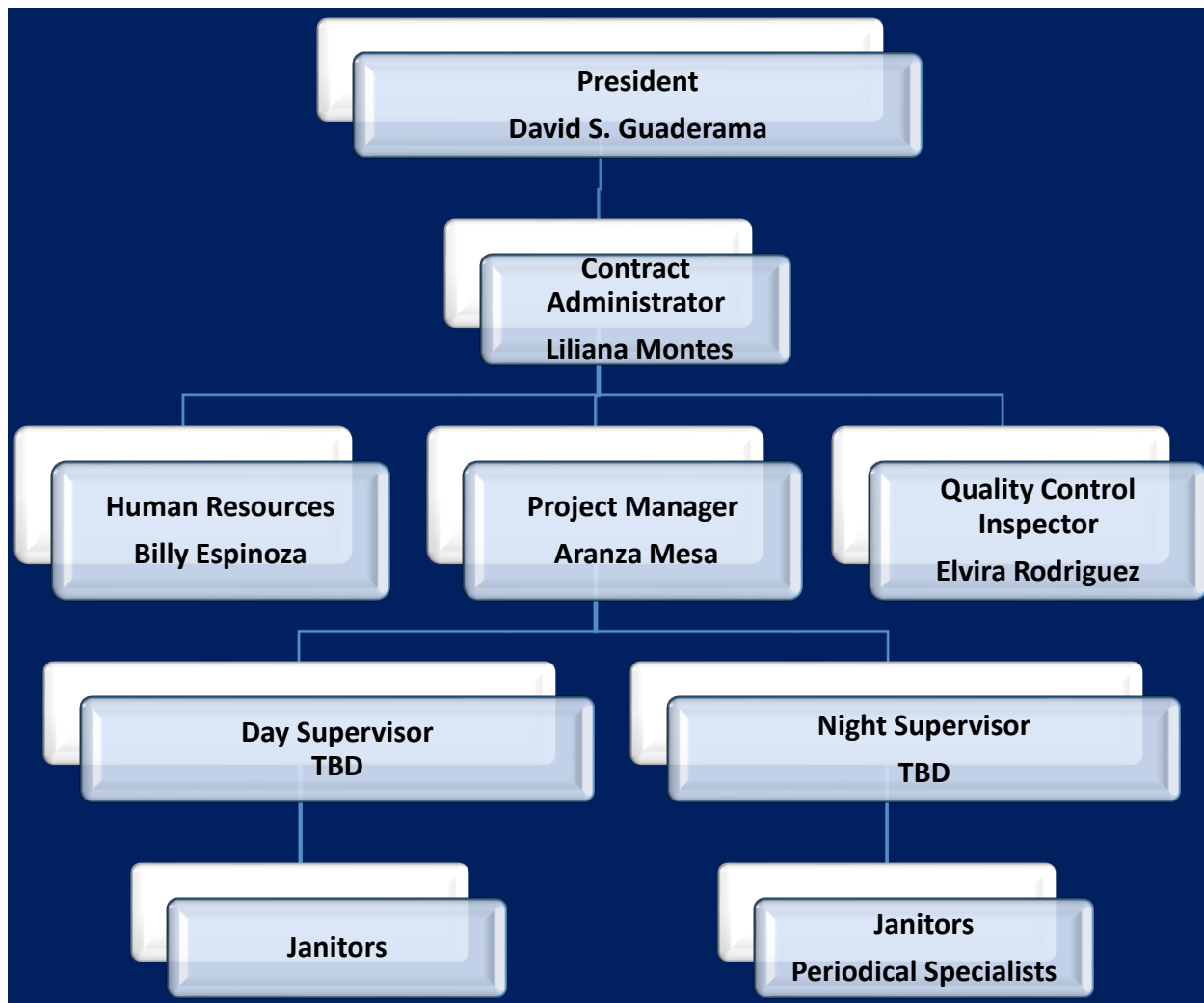


### ***Quality Control Plan***

We realize that quality is not the end product, but it is rather the process of providing service that adds value to all of our customers. We are an organization that truly comprehends what is needed to ensure the cleaning and disinfecting process is completed and clearly documented. We fully understand and take pride in the responsibility of our workforce being on the front line in the reduction of workplace-associated infections. In accordance with accepted industry standards and current cleaning best management practices, NMS applies systematic processes to enact cost control procedures across the realm of our operations to reduce agency budgets and impose value-yielding results from chemical dispensing systems at each facility to established protocols created to prevent the transmission of microorganisms by implementing evidence-based practices that can prevent or reduce the risk of Workplace-Associated Infections in the high traffic facilities that we service. The following initiatives assist the contract team in achieving optimal service at peak efficiencies:

*Management Structure*

NMS’s management structure on this project has been strategically designed to maintain a constant “checks and balance” system that is supported by a proactive management team that retains the knowledge and technical ability to ensure performance to contract specifications and the preservation of our customer’s assets. Our lines of authority for this contract are as indicated in the following chart:



*Project Management Contact List*

NMS Management, Inc.’s Project Management Contact List will be maintained in the Project Binder. This will be updated whenever there is a change in the designated management team. When there is a change in authorized personnel, the new authorized list shall be provided to the appropriate customer personnel. NMS’s designated Program Manager will oversee all contract operations. This individual is a Subject Matter Expert in Janitorial Maintenance Contracting. The official Point of Contact for NMS during the procurement process will be NMS Director of Business Development, David M. Guaderrama, however, after project start-up, lines of authority will follow the order provided below:

<b>Procurement Point of Contact</b>		
<b>Project Management Contact List</b>		
Contact: <b>David M. Guaderrama</b>	Title: <b>Director of Business Development</b>	Cell Phone <b>(858) 335-7518</b>
Email Address: <b>nmsmanagement@msn.com</b>	<b>Point of Contact During Procurement Process &amp; Contracting Issues</b>	
<b>Project Management Contact List</b>		
<b>Project Management Contact List</b>		
Contact: <b>David S. Guaderrama</b>	Title: <b>President</b>	Cell Phone <b>(619) 743-1219</b>
Email Address: <b>dguaderrama@cox.net</b>	<b>Number 4 Point of Contact</b>	
<b>Project Management Contact List</b>		
Contact: <b>Liliana Montes</b>	Title: <b>Contract Administrator</b>	Cell Phone <b>(619) 454-8809</b>
Email Address: <b>liliana_nmsmanagement@hotmail.com</b>	<b>Number 3 Point of Contact</b>	
<b>Project Management Contact List</b>		
Contact: <b>Elvira Rodriguez</b>	Title: <b>Quality Control Manager</b>	Cell Phone <b>(619) 454-8805</b>
Email Address: <b>Elvira_nmsmanagement@hotmail.com</b>	<b>Number 2 Point of Contact-100% Availability on this project</b>	
<b>Project Management Contact List</b>		
Contact: <b>Aranza Mesa</b>	Title: <b>Project Manager</b>	Cell Phone <b>(619) 248-7226</b>
Email Address: <b>nms.ameza@gmail.com</b>	<b>Number 1 Point of Contact-100% Availability on this project</b>	



### *Management Roles*

It is our policy to provide well-defined duties and responsibilities to all program staff on our projects as the supervision of our workforce is directly responsible for the productive effort that our employees provide. Each role is significant to the overall effort of our project team. Their respective role is defined precisely as follows:

#### **PROJECT MANAGER**

NMS's Project Manager (PM) has the ultimate responsibility for ensuring that the work performed by the project team meets or exceeds the City's quality standards. The PM will be the "Level 1" point of contact regarding performance and quality issues. The PM is a Subject Matter Expert (SME) in the field of janitorial services. They work hand in hand with customer representatives to facilitate the demands of the job and ensure all events are accomplished seamlessly and in the most professional manner. They will immediately make themselves available to meet with the customer representatives at any time that the customer requests.

#### **QUALITY CONTROL INSPECTOR**

The Quality Control Inspector (QCI) is responsible for conducting assigned quality control inspections utilizing the CleanTelligent System. The QCI operates out of NMS Management's Corporate Office and under NMS's Corporate budget as an independent and objective viewpoint to monitor the project staff's quality work. The QCI will make regular unannounced visits to the project during day and night operations. They conduct their own independent quality audits with random inspections and reviews of quality documentation. Furthermore, the QCI also has the authority to order immediate corrective action for any work found to be inconsistent with NMS standards or that will reflect negatively in the customer's eyes. They maintain direct communications with the executive officers of NMS to assure that all areas of concern are promptly

resolved and tended to in order to promote seamless operations of customer's day to day operations.

All managers, supervisors and quality control inspectors will conduct daily QC inspections using the CleanTelligent janitorial software which enables online inspections, transparent communication, and tracking computerized maintenance management systems. Inspections performed with hand-held devices are immediately available for all parties to see and corrective and preventative action along with follow up instructions will immediately be viewable. Inspection data is always supported with photo or video proof then compiled and reports generated for analysis as needed by the PM and customer representative.

### **SITE SUPERVISOR**

NMS's Site Supervisors will be responsible for conducting inspections through CleanTelligent. When not performing Quality Control Inspections, a Site Supervisor will monitor daily work and conduct remedial inspections to ensure completion. They will be responsible for the efficient disbursement of janitorial cleaning supplies and equipment and ensuring all consumables are properly installed in their functioning dispensers. Supervisor will work closely with building managers to ensure their demands are always met in a timely manner. Supervisor will direct various cleaning methods. They provide direct support to the PM in maintaining an acceptable level of performance within each facility. Supervisor can be a lead worker depending on the size of the facility and is charged with overseeing the daily and nightly janitorial work, ensuring deadlines and guaranteeing quality and technical specifications are met. Supervisor will communicate with staff via a radio provided and contact the City Representative via cell phone if needed. Site Supervisors report to the PM for all matters related to the Quality Control Program.

## **LEAD WORKERS**

A Lead Worker may conduct inspections through CleanTelligent, when needed. A Lead will perform services in accordance with contractual requirements and as assigned by the PM. Typically, a Lead will serve as a working team leader, responsible for a small group of employees. This individual reports to a supervisor. A Lead may be tasked to conduct a verification inspection to ensure correction of a non-conformance discovered during a Quality Control Inspection or to correct such non-conformance. Leads report to their immediate supervisor for all matters related to the Quality Control Program.

## **JANITOR**

The Janitor operates directly under their respected supervisor. They are responsible for inspecting his/her completed work to ensure that the quality meets or exceeds the contractual requirements. 100% of all janitors work is to be inspected by their assigned lead worker or supervisor. This guarantees that all work performed on the job will pass inspection and meet the acceptable quality levels determined by company standards. In the event of a non-conformance discovered during a Quality Control Inspection, the janitor will be directed to perform corrective action, which will be verified when completed by a Lead, Supervisor or the PM. The results will be indicated in the CleanTelligent System, and available as data for reporting purposes. Janitors report to their immediate supervisor for all matters related to the Quality Control Program.

### ***Deficiency Identification***

Several methods will be utilized to identify deficiencies and successes during the course of our contract term:

- Quality Control Inspection Sheet

- Customer Feedback
- Routine Observation by Management
- Customer Inspections
- Data Analysis



### *Monitoring Compliance*

As a company-wide policy, we utilize Quality Control Inspections to locate and correct deficiencies before the customer discovers them. To accomplish this objective, NMS will utilize an automated “CleanTelligent” System. A core function of this system is the management of quality control inspections. We have employed several inspection methods to assure compliance with our customer’s requirements. The results of these inspections will be documented, reviewed, and, if necessary, trigger a corrective action plan. Daily walk-through inspections will be performed by On-Site Managers/Supervisors to observe and correct performance.

- Daily walk-through inspections will be performed by On-Site Managers/Supervisors to observe and correct performance.
- Inspections will be conducted at minimum Weekly by the Project Manager/Supervisor/Quality Inspector to validate daily inspection results.
- Unannounced total facility inspections will be conducted quarterly by NMS Contract Administrator
- Bi-annual contract site inspections will be conducted by the internal Audit Team (NMS President, Contract Administrator & Quality Control Inspector) to ensure conformance with contract specifications

### *Inspection Personnel*

The authorized inspection personnel consist of knowledgeable, experienced, and highly capable individuals, including Subject Matter Experts proficient in the proper cleaning techniques and expected quality outcomes.

### *Corrective and Preventive Action (CAPA)*

During the course of a quality control inspection, or through other means, a deficiency or nonconformance could be discovered. If the deficiency can be corrected immediately, then no further action is necessary. If the deficiency cannot be corrected immediately, then it will be logged by the PM or designee along with the action person assigned and the deadline to meet an acceptable quality level. The action person and supervisor will be notified immediately of the required action and deadline. When the action person has corrected the deficiency, details will be provided to the supervisor, who will then verify the correction and email details to the Customer Representative. The PM shall periodically review the Deficiency Log to determine any negative performance trends, and if so, issue a formal Corrective Action.

### *Quality Control Inspection Sheet*

Our inspection system covers all required services. Included are inspection criteria, methods of surveillance, the individual performing the inspection and the established quality standard to be observed. The standards are designed to be a guide for what each individual is looking for when



performing their inspection. The various types of inspections consist of

- **Planned Inspections, Random Inspections** for high frequency and continuous tasks

- **Periodic Inspections** for infrequent cleaning tasks such as floor care maintenance or carpet cleaning
- **Crisis Inspections** for emergency services or a call-in complaint. The inspections will be modified to minimize travel time between inspection sites and to accommodate holiday and customer requests.

The customer will be notified of any changes necessitated by the work schedules, weather and other natural events, emergencies, and various requests. The inspection will be based on a random pattern that assures total coverage of each building over the course of the week.

### *Customer Feedback Program*

NMS welcomes feedback that will enable us to enhance the quality of the services provided and heighten customer satisfaction. We have established a program for soliciting and responding to all customer comments. Our customer feedback program features:

- A collection method that is easily understood and practiced
- A review and action process that ensures prompt and courteous results.

NMS's policy is to respond to all negative feedback within 24 hours, provided we have customer's contact information. Regardless of contents of complaint, NMS respondents will always conduct themselves in the most respectful and professional manner. Managers are trained to immediately begin investigating the complaint and, if necessary, implement corrective action plan. NMS rarely receives complaints, however, such incidents have always resulted in a positive outcome and improved relations.

### *Customer Satisfaction Surveys*

NMS conducts formal customer satisfaction surveys at all contract sites. NMS leadership utilizes the survey results to improve services and enhance customer satisfaction. Like employee

satisfaction, customer satisfaction results are incorporated into the Manager/Supervisors performance evaluations.

### ***Routine Observation***

NMS's on-site management is constantly making rounds through the facility during the work days. While these are considered "informal inspections" it enables our management to observe performance, provide on-the-job training, and, if warranted, implement preventive action plans.

### ***Customer Inspections***

It is not NMS's policy to rely on customer inspections to identify deficiencies in our performance, rather our system is designed to be proactive and to identify and correct deficiencies and prior to their inspection. NMS utilizes the results of the customer inspections as a tool to enhance their customer satisfaction.

### ***Contingency Staffing Plan***

NMS Management, Inc. fully appreciates our responsibility to provide adequate staffing and the necessary coverage (personnel, material, equipment and service) in the event of staff absences (i.e. illness, vacations, and/or terminations) or in the event of an emergency. NMS takes a proactive approach to contingency planning. The two most critical aspects of a contract are the availability of personnel and the equipment/material/technology required to perform the work. We pride ourselves on making sure our team has all the equipment and supplies necessary for success. Systems are also in place to ensure that all preventive maintenance is completed as scheduled and that there is sufficient redundancy to allow work to continue should equipment break. Any issues related to customer provided equipment will be reported via the procedure developed between onsite management and the customer. To ensure adequate availability of personnel, NMS employs the following strategies, as needed:

- Cross train staff to perform multiple functions
- Develop an “on-call” pool of qualified workers to be used
- When permitted, use part-time staff whose hours can be expanded
- Maintain a network of referral sources as a pipeline for new employees
- Maintain and remain constantly ready to deploy emergency operations plans in case of emergencies, natural disasters, etc.
- Identify personnel at other contract sites that could be temporarily assigned in the event of an emergency.
- Recruiting efforts will be intensified to shore up the sudden requirement. Our experience operating in the local area as well as our many contacts and sources of labor gives us every confidence that we will be able to quickly meet any requirement.
- NMS Management, Inc. is fully prepared to utilize overtime when required at our other contract sites to bring already fully qualified personnel to fill requirements during recruiting, processing and training of an additional work force.

### *Conduct of Operation*

Contract personnel shall be easily identifiable with a unique collared uniform and name badge that contains the employee’s name, photo, and company name. The uniform shall present a neat and clean appearance for the tasks being done, and free from visible wear and tear. The name badge shall be worn or attached to the outer garment at all times when on customer property and performing contract work. Contract personnel shall abide with instructions related to the conduct, safety, health, and building regulations applicable to this contract. Contract personnel shall not smoke, eat, or drink while performing contractual tasks. Eating and drinking will be restricted to designated locations and times, smoking is prohibited on customer grounds.



NMS employee conduct shall reflect credit on themselves, the company and our customer. The customer shall maintain the right to direct NMS to remove any employee deemed to be non-compliant. In the event of contract employee removal, NMS shall provide a qualified replacement at no additional cost to the customer.

It is our policy to maintain a high standard of performance throughout all operations of NMS Management, Inc. We believe that each employee has the right to derive personal satisfaction from his/her job and the prevention of occupational injury or illness is of such consequence to this belief that it has been given top priority at all times throughout our performance of contract work. It is our intention here at NMS to initiate and maintain complete accident prevention and safety training programs in the performance of janitorial services for the City of San Diego. Each individual from top management to the front-line employee is responsible for the safety and health of our customers and the environment around them. By accepting mutual responsibility to operate safely, we will all contribute to the well-being of the areas in which we service.

We have always provided the safest working conditions possible for our employees. Every reasonable precaution is taken to prevent accidents that could cause injury, work interruptions, or damage to equipment and property.

### *Annual Osha Training*

NMS's OSHA training regimen has been designed to ensure compliance with OSHA Regulations during the performance of Janitorial Services at our customer's facilities. All OSHA related training is accomplished by the Program Manager, Supervisor or designated trainer. Training is conducted for all employees upon hiring and refresher training will be conducted on a monthly basis.

*In-Service Training*

All of our employees receive continuous in-service training by their immediate supervisors and co-workers to increase the level of competence within their own classification, and to qualify them for promotion to higher classifications. Cross training is conducted by supervisory personnel on a regularly scheduled basis and during periods of lesser work activity. We recognize and accept responsibility for formal training programs for the purpose of cross education on the job and increasing the skill level of our employees. We cross train individuals within a work function to develop a skilled labor pool providing maximum use of manpower to meet fluctuating work requirements, vacations, or necessary leaves of absence. The format is a matrix whereby a supervisor can rapidly ascertain which members in his group are proficient in a specific category and the degree to which any one individual has a demonstrated proficiency.

Tab-C Cost/Price Proposal (if applicable)

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Prices submitted on PlanetBids