

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089550-20-L

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) # 10089550-20-L (Contractor).

RECITALS

On or about 2/14/2020, 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 complete janitorial maintenance service at Gaslamp Square Public Restrooms 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.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. 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 \$1,600,000.00 **16 7/22/2020**

**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 1st 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:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th 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

CORPORAL BUILDING SERVICES, INC.

Proposer

8250 CAMINO SANTA FE SUITE K

Street Address

SAN DIEGO, CA 92121

City

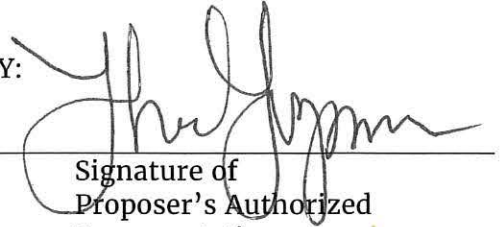
(858) 586-0060

Telephone No.

INFO@CORPORALTEAM.COM

E-Mail

BY:


Signature of
Proposer's Authorized
Representative

THERESA GUZMAN

Print Name

PRESIDENT/CEO

Title

03/05/2020

Date

BY:



Angela Errico
Interim Deputy Director
Purchasing and Contracting

Department

ng

Date Signed

7/30/20

Approved as to form this 6th day of

August, 20 20
MARA W. ELLIOTT, City Attorney

BY:

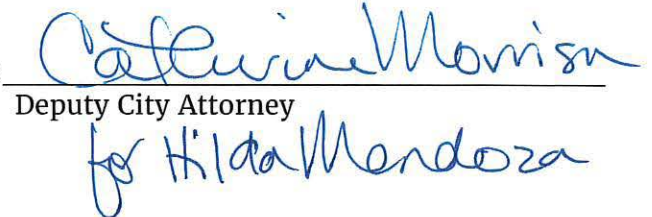

Deputy City Attorney
for Hilda Mendoza

EXHIBIT A



**REQUEST FOR PROPOSAL (RFP) FOR
JANITORIAL MAINTENANCE SERVICE AT GASLAMP SQUARE PUBLIC RESTROOMS**

Solicitation Number: 10089550-20-L

Solicitation Issue Date: February 14, 2020

Questions and Comments Due: 12:00 p.m. (Noon) PT, February 25, 2020

Proposal Due Date and Time (Closing Date): 2:00 p.m. PT, March 6, 2020

Contract Terms: Five (5) years from the Effective Date as defined in Article I, section 1.2 of the City General Contract Terms and Provisions.

City Contact: Lisa Hoffmann, CPPB, Senior Procurement Contracting Officer,
Purchasing & Contracting Department, 1200 Third Avenue, Suite 200,
San Diego, California 92101
LHoffmann@sandiego.gov, (619) 236-6096

Submissions: Respondent is required to provide **two (2) originals***, **three (3) copies**, and **one (1) electronic copy** (e.g. thumb drive, or CD) of their response as described herein.

***Completed and wet signed RFP Contract Signature Page is required with each original submittal; or if addenda, completed and wet signed most recent RFP Addendum Contract Signature Page is required.**

Emailed submissions and eProposal submissions will not be accepted. Only paper proposals will be accepted.

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

City wishes to retain Contractor to provide complete janitorial maintenance service at Gaslamp Square Public Restrooms 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:

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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

Print Name

Title

Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY: _____
Deputy City Attorney

**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.

1.3 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. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

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 executed Contract Signature Page. If an addendum is 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 Reserved.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

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:

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

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 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation if one or more proposals score within seven (7) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within seven (7) points or less of the highest scoring proposal may be asked to interview and/or make an oral presentation. Interviews and/or oral presentations may 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
A. Responsiveness to the RFP.	15
<ol style="list-style-type: none"> 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. Qualifications and Experience.	35
<ol style="list-style-type: none"> 1. Past performance where work of similar size and scope was performed as verified through professional references and self-reporting in this RFP. 2. Entity organization chart and resumes of all management and supervisors including of Account Manager 3. Knowledge of the latest policies and practices of driving consistent results in the janitorial cleaning industry. Demonstrated contributions to or involvement in industry advancement. 4. Number of Contractor's own direct employees and number of subcontractors, franchisees, or other third parties utilized to conduct the work tasks as specified in this RFP. 5. Demonstrated retention of staff and supervisors in previous performance at comparable facilities. 	
C. Compatability of Proposal Plan with City Specifications.	25
<ol style="list-style-type: none"> 1. Ability and plan to provide reliable and consistent staff and staffing levels to clean the facilities as specified in this RFP. 2. Ability and plan to provide strong management and supervision to drive consistent cleaning results as specified in this RFP. 3. Knowledge and understanding of the scope of work and the capability to effectively meet the City's needs. 4. Details methods to accomplish the work, including technical, and management considerations. Tasks and approach are clearly described. 	
D. Price.	10
E. Optional Interview/Oral Presentation with Key Personnel.	15
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*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. Reserved.

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.

**EXHIBIT B
SCOPE OF WORK**

A. INTRODUCTION. The Contractor shall provide janitorial maintenance services (Services) at the Gaslamp Square Park Public Restroom (Site), as specified in this Exhibit B, every day of the year *including* all City observed holidays. The Site has a heavy volume of patron use during events at the PETCO Park, which is located near the Site.

The Site has an attendant's booth designed so that the restroom attendant may monitor and manage the public access to the Site. The Site has limited restroom fixtures available.

B. OBJECTIVE. The objective of the RFP is to make an award to one company that will provide all aspects of the Services as specified in the RFP and this Contract.

C. SITE INSPECTION. The Site is open to the public and staffed by janitorial maintenance staff twenty-four (24) hours a day, seven (7) days a week. Proposers are encouraged to visit the Site and to note the conditions and challenges that the Site poses so that they are able to be fully responsive to the requirements of the RFP.

Failure to visit the Site will not relieve the Contractor of its responsibility to perform in accordance with this Exhibit B, Scope of Work. No additional compensation or relief from any obligations of this Contract will be granted because of lack of knowledge of the Site.

The information provided by the City 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.

D. LOCATION OF WORK SITE. The location of the Site is as follows:

Gaslamp Square Park Public Restroom
170 Sixth Avenue
San Diego, CA 92101

E. 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 the RFP, 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.

1. The training plan shall describe in detail how Contractor will train janitors and supervisors in advance of performing any working under this Contract, to address areas of Site 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 Contract, 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.

2. The staffing plan shall confirm availability of all staff, and any needed reserve staff, 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 staffing plan shall specify the total number of janitorial, management and supervisorial staff Contractor will dedicate to this Contract, and how management will retain the indicated staff in order to maximize the accumulation of on-site familiarity and institutional knowledge among all staff during the term of 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.

3. The business plan shall show Contractor can provide an adequate number of trained staff and all equipment and materials required to perform this 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 facility, in satisfaction of the Contract. Challenges related to cleaning the facilities in satisfaction of the required work under this Exhibit B, Scope of Work in this Contract shall be identified and Proposer shall provide solutions to all such anticipated challenges.

F. 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.

1. Contractor shall submit a company/corporation organization chart 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.

2. 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 as those specified in the RFP as demonstrated by professional references submitted as part of the City of San Diego Contractor Standards Pledge of Compliance form for the RFP.

3. Contractor shall submit the resume of an account manager (Project Manager), who shall be dedicated to this Contract, and 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 the RFP.

4. All managers and supervisors proposed to be involved in the Services at the Site 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 the RFP. Contractor shall submit the resume for each manager and supervisor proposed to be involved in Services at the Site.

G. SCHEDULE OF WORK. The Site shall be staffed twenty-four (24) hours a day, seven (7) days a week, including all City observed holidays.

City observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas.

H. TELEPHONE USAGE. The City provides, at the City's expense, a land line type of telephone at the Site for authorized usage by the Contractor, as further described in Section K (11) of this Exhibit B. Unauthorized telephone usage by the Contractor will be at the Contractor's sole expense.

I. MANAGING PUBLIC ACCESS TO THE RESTROOM FACILITY STANDARD. The Contractor shall perform the following standards to manage public access to the restroom facilities at the Site:

Due to the limited number of restroom fixtures available for the public to utilize at this Site, Contractor's restroom attendant must manage the public access to the unisex restroom facilities. The required standard for public access at this Site is one (1) patron per restroom at a time. Patrons with children may be exempt.

Contractor shall maintain a daily log to capture the volume of patrons accessing the Site. The daily log shall be provided to Technical Representative or designee upon request.

Contractor's restroom attendant shall allow patrons 10-15 minutes to use the restroom facilities at the discretion of the janitorial maintenance staff. If a patron is using the restroom for longer than the allotted time, the attendant shall knock on the door and notify the patron that they have been in the restroom for a significant time and shall leave if they are able. If no response, the attendant, in his or her discretion shall call San Diego Police Department for additional assistance.

The Contractor's staff at the Site must monitor and enforce the rule of only one (1) patron in each restroom at a time. The Contractor is responsible for enforcing all posted rules for use of the restroom.

J. FACILITY DESCRIPTION. A summary of the Site description follows:

Gaslamp Square Park Public Restroom (Approx. 917 sq. ft.)

Approximate Square Footage:	273 sq. ft. (inside area); 644 sq. ft. (outside area – pedestrian walkway).
Restrooms:	Two (2) Unisex restrooms. Each restroom has 1 toilet and 1 sink.
Flooring:	VCT: Approximately 273 sq. ft. Concrete (Approximately 644 sq. ft.)
Outside Area Pedestrian Walkway:	The walkway is approximately 644 sq. ft. (28 sq. ft. in length and 23 sq. ft. in width) from the entrance way.

K. CONTRACTOR'S RESPONSIBILITIES.

1. Staffing. The Contractor shall provide an on-site restroom attendant and janitorial maintenance service at the Site 24-hours a day and every day including all City observed holidays.

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.

2. Supervision. The Contractor shall have a minimum of one (1) qualified supervisor available to perform weekly inspections. The Contractor shall provide adequate supervision to ensure work is completed as specified in this Contract, which may be a working supervisor. Prior to commencing work under this Contract, the Contractor shall notify the Technical Representative or designee of the name of the supervisor assigned to the Site.

In the event Contractor changes the supervisor assigned to this Contract, Contractor shall notify the Technical Representative or designee in writing prior to the start date of the new supervisor. The Contractor shall also be responsible for ensuring that any 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 by the new supervisor.

3. Uniforms. Janitorial maintenance 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 and employee's name. 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 uniform shall be worn at all times, including personnel who are being trained.

4. Training. Prior to the start of work on this Contract, Contractor shall contact the Technical Representative(s) or designee(s) to obtain a copy of the Safety Data Sheet (SDS) for City- authorized chemicals and shall train their janitorial maintenance staff on safety requirements to include SDS for all chemicals used for this Contract, Blood Born Pathogen, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Janitorial maintenance staff shall be trained in the proper use of green cleaning techniques and products.

The Contractor is required to provide certification that janitorial staff assigned to this Contract have received the training specified in this subsection 4. This certification must be submitted to the Technical Representative or designee prior to the commencement of the Contract (use form in attached Exhibit F to this RFP). For new employees being assigned to this Contract, the required certification must be provided to the Technical Representative or designee prior to the 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, in its sole discretion.

5. Certification. Failure of the Contractor to provide the above required certification to the Technical Representative or designee is cause for City to require immediate removal of the employee from work required by this Contract.

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

6. Communication Skills. Contractor shall ensure that at least one (1) member of the onsite janitorial crew can communicate clearly and independently in English, both verbally and in writing.

Assigned supervisors shall be capable of completing legible written forms and of understanding oral and written instructions in English.

7. Contractor Provided Cleaning Supplies, Chemicals and Equipment. The Contractor shall be responsible for furnishing all of the cleaning chemicals, supplies and equipment required for performing specified tasks including but not limited to wastebaskets/trash can liners, deodorizers, liquid or powdered hand soap, toilet paper,

seat covers, brooms, mops, mop buckets, pick-up sticks, toilet bowl brushes, sink cleaning brushes, cleaning clothes, dust-pans, and dusters, unless otherwise noted. All materials shall be top quality by industry standards.

All chemicals provided by the Contractor shall be certified as green within one of the certifications by product category listed below. If a cleaner is not available in one of the following product categories, then the least hazardous product that performs effectively shall be used. Additional required green certified product categories and/or certifications may be added by the City as they are developed and shall be applicable to this Contract. The Technical Representative or designee must pre-approve all products provided by the Contractor prior to use at the Site.

- 7.1 Green Seal GS-37 for general purpose, bathroom, glass, and carpet cleaners;
- 7.2 Green Seal GS-40 for industrial and institutional floor care products;
- 7.3 Environmental Choice CCD-110 for cleaning and degreasing compounds;
- 7.4 Environmental Choice CCD-115 for odor control additives;
- 7.5 Environmental Choice CCD-146 for hard surface cleaners;
- 7.6 Environmental Choice CCD-147 for hard floor care;
- 7.7 Environmental Choice CCD-148 for carpet and upholstery care; and
- 7.8 EPA Design for the Environment.

All disposable janitorial paper products and trash bags provided by the Contractor must meet the minimum requirements of one or more of the following programs for the applicable product category:

- 7.9 U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners;
- 7.10 Green Seal GS-09, for paper towels and napkins;
- 7.11 Green Seal GS-01, for tissue paper;
- 7.12 Environmental Choice CCD-082, for toilet tissue;
- 7.13 Environmental Choice CCD-086, for hand towels; and
- 7.14 Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.

8. Keys. Keys supplied to the Contractor shall not be shared or loaned out either among Contractor's employees or to any third party. They must be retained by authorized janitorial staff 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 this Contract.

Keys supplied to Contractor shall not be duplicated, except by the City. Lost keys shall be reported immediately to the Technical Representative or designee.

All keys are the property of the City and shall be returned upon the termination or expiration of this Contract. If the Contractor loses any of the keys during the term of this Contract or fails to return the keys immediately upon termination or expiration of this 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.

9. Janitorial Staff Reporting Procedures. Janitorial staff, 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 staff 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.

The janitorial staff shall complete the "Janitor's Cleaning Checklists" (the form of which is attached to this RFP as Exhibit F) 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 prior to commencement of work. The Contractor shall be responsible for ensuring copies are made available to janitorial staff, at no additional cost to the City.

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

10. Contractor Response Time. A Contractor representative, authorized to discuss matters related to this Contract, must be available during normal business hours ("normal business hours" is defined as between 6:00 a.m. and 6:00 p.m., Monday through Friday). Contractor must be available via cell phone and email during these normal business hours.

11. Emergency Calls for Call Back Services. A supervisor or manager shall respond to emergency telephone calls from City 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 "Extra Cleaning Services" rate submitted by the Contractor on the Pricing pages of this Contract. 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.

The Contractor shall have the capability to make calls of an emergency/safety nature involving patron conduct twenty-four (24) hours a day. The Contractor, upon observing any plumbing stoppages, leaking faucet, or electrical malfunctions shall immediately contact City's Work Control (Station 38) by phone at (619) 525-8540. The Contractor shall also submit an incident report to the Technical Representative or designee within twenty-four (24) hours.

12. Non-Emergency Calls. A supervisor or manager shall respond to non-emergency calls, incidents, maintenance related issues, or e-mails within one (1) hour of the call being placed, or the email being sent. A log must be kept to document all incidents. 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.

13. 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 applicable 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 that Contractor's employees adhere to all safety regulations.

Personal Protective Equipment (PPE) including but not limited to, eye protection, boots, gloves, mask and fall protection devices, as required, shall be supplied by the Contractor for janitorial staff and properly used at all times.

14. Safety Data Sheets (SDS). The Contractor is responsible for ensuring that copies of all SDS are available at the Site.

Contractor is required to provide a SDS and applicable green certification for all chemicals used by Contractor at the Site. Contractor provided chemicals shall be approved by the Technical Representative or designee prior to usage at the Site. 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.

15. Janitor's Closet. Janitorial closets/rooms (including sinks, floors, and all

fixtures and fittings) will be maintained in a neat, clean, disinfected, and sanitized manner. Cleaning materials shall be properly maintained and stored. Buckets shall be emptied and cleaned daily.

16. Security Precautions. Janitorial staff shall not allow anyone in the attendant booth unless that person is specifically assigned by the Contractor to do janitorial service at the Site. This rule will be strictly enforced.

The Contractor will ensure that the attendant booth is locked and that 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 staff will not be permitted.

17. Site Inspection Upon Commencement and Turnover of Contract. Within five (5) days of the Effective Date of this Contract, the Contractor will inspect the Site with the Technical Representative or designee to determine if the Site is in compliance with this Exhibit B, Scope of Work. If deficiencies are identified, the Technical Representative or designee may authorize, in writing, a mutually agreed upon one (1) time payment to the Contractor to correct the deficiencies. If work is authorized, the Contractor will bring the Site into compliance with this Exhibit B, Scope of Work and thereafter maintain the Site at the level called for in this Contract.

L. QUALITY OF WORK/INSPECTIONS. The Contractor shall provide quality janitorial services for the Site. All work shall be performed in accordance with the best Industry Standards and the Site shall be kept clean and maintained in accordance with the cleaning standards specified throughout the Contract term.

1. Inspections by Contractor. The Contractor shall perform regular and comprehensive inspections of the Site to ensure that all work is completed in accordance with this Exhibit B, Scope of Work. At a minimum, these inspections shall be performed by a supervisor on a weekly basis.

The Contractor shall meet with the Technical Representative or designee at least monthly at a regularly set date and time to evaluate Services performed.

2. Inspections by Technical Representative. Regular inspections shall be conducted by the Technical Representative or designee. Any performance deficiencies shall be noted on the Janitor's Cleaning Checklists 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.

M. END OF CONTRACT. Prior to the end of the Term of this Contract, the Technical Representative or designee will inspect the Site with the Contractor to ensure that the Site is

in a condition that conforms to this Exhibit B, Scope of Work. Any deficiencies found in the specified maintenance level will be noted and presented to the Contractor in writing. All deficiencies noted will be corrected on or before the expiration of the Term of this Contract. The City, in its sole discretion will determine what constitutes a deficiency.

If the Contractor fails to correct the noted deficiencies by the expiration of this Contract and turns over the Site in an unacceptable condition, as determined by the Technical Representative or designee, in his or her sole discretion, the City will authorize work to bring the Site into compliance with this Exhibit B, Scope of Work. All costs incurred by the City to correct deficiencies will be deducted from the Contractor's final payment. The City, in its sole discretion, will determine what constitutes a reasonable cost for work authorized.

N. STATEMENT OF TASKS AND CLEANING STANDARDS. All tasks shall be performed in accordance with the cleaning standards stated within this Exhibit B, Scope of Work throughout the Term of this Contract.

The Contractor shall follow the restroom cleaning procedures established by the City of San Diego Parks and Recreation Department, see Exhibit H attached to this Contract. Janitorial Services shall be performed continuously, on an as needed basis and in no circumstances on less than an hourly basis. Contractor shall maintain the attendant's booth in a neat and clean condition at all times. Shelves and windows will be wiped or dusted clean; stored tissue, cleaning supplies, and other items will be kept neat and out of public view.

The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements of this Exhibit B, Scope of Work.

1. Daily Tasks (Full Service Day). The following tasks (Tasks No. 1.1 – 1.12) shall be performed daily at the Site, unless otherwise expressly stated:

1.1 Clean Restrooms. Contractor shall maintain restrooms 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, flooring, floor seams, cracks, grout, wainscoting, etc., and fixtures including sinks, toilets, urinals, water closets, and lavatories 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, molds or odors can be detected on areas, including, but not limited to, floors, walls, partitions, ledges, trim, doors, moldings or fixtures within the restroom.

1.2 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.

1.3 Sweep/Dust, Damp Mop and Disinfect, Linoleum/Tile and Concrete Floors of the Attendant Booth and Restrooms.

Contractor shall remove all spots, stains, or spills as part of normal floor care for both interior and exterior surfaces (including the tiled and specialty concrete walkway in front) with sweep/dust mop and/or damp mop. Special attention will be given to all corners, edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

While damp mopping and disinfecting interior floor surfaces, 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.

Contractor shall remove dirt on all flooring by one (1) or more of the following.

- 1.3.1 Sweeping with a horsehair or similar type push broom;
- 1.3.2 Using a dust mop;
- 1.3.3 Using a damp mop;
- 1.3.4 Using renewable commercial-type cleaning cloths; and
- 1.3.5 Using a heavy-duty vacuum cleaner with appropriate pick up

tool.

1.4 Replace Light Bulbs. Burned out light bulbs located twelve feet and under shall be replaced by the Contractor, and placed in the janitorial closet in a designated box or bucket. The Technical Representative or designee will place a work order to have the burned-out bulbs properly disposed of by another contracted City vendor or City staff. The City will provide all replacement light bulbs.

1.5 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 facilities. All receptacles shall be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles shall be lined with contractor-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.

1.6 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, and exterior walkways, including the outside pedestrian walkway. 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 dumpster.

1.7 Dust. Contractor shall dust in all offices, common and public areas.

Contractor shall dust desk (*when cleared of work material*), table, chair, shelving, countertops, light fixtures, pictures, telephone, moldings, ledges, switches, door frames and jambs, window sills, and any other surface that accumulates dust, where applicable. 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.

All cobwebs shall be removed.

1.8 Clean Glass, Mirrors, and Metal Handrails. Contractor shall clean all glass including observation windows, display-type windows, display cases, glass doors and adjoining panes, interior partitions, desk glass, mirrors, and metal handrails. Glass surfaces shall be left clean with no fingerprints, streaks, spots, or dirt film.

1.9 Maintain 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, approximately once per week.

1.10 Clean Walls, Door Frames, Jambs, and Light Switches. Contractor shall clean all walls, doors, door frames/jambs, partitions, light switches, ledges, moldings, window sills, wood and metal work to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs, as needed.

1.11 Clean Tables, Chairs, and Countertops. Contractor shall clean tables, chairs, and countertops to remove fingerprints, streaks, spots or dirt film. No wax or oily polish shall be applied.

1.12 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, as needed.

O. CUSTOMER SERVICE. Contractor shall provide a customer service operation for City staff. The customer service operation shall include access to a local number 619, 858, and 760, or a toll-free number and provision of an in-house customer service representative who is assigned and dedicated to the City. The in-house customer service representative shall be

knowledgeable and responsive relative to contract and customer services issues and available to City staff during the hours of operation, Monday-Friday between the hours of 6:00am – 6:00pm.

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

Q. SQUARE FOOTAGES LISTED. All square footage provided for this Site is approximate. Contractor is responsible for verifying actual square footage.

R. 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, in his or her sole discretion. Such deductions shall not prevent the City from proceeding with termination of this Contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised December 18, 2017.

S. CONTRACT MODIFICATIONS. At any time during the Term of this Contract, the City reserves the right to increase or decrease task frequencies for this Site 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 by City. The City also reserves the right to add or delete site(s) as it deems necessary, and to modify tasks as required.

This Exhibit B, 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.

T. SUBCONTRACTORS. 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 this Contract.

U. NON-INTERFERENCE WITH CITY OPERATIONS. Contractor shall require its employees and agents comply with all City rules and regulations while at the Site or on adjacent City property. Contractor shall acquaint itself with conditions at the 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 at the Site (i.e. City staff and Contractor's staff).

V. COOPERATION AND TRANSITION. Contractor shall cooperate with the City and any contractor currently providing services at the Site at the initiation of this Contract to accomplish a smooth phase-out and transition of responsibilities and Services.

W. DISPLACED JANITOR OPPORTUNITY ACT. The Displaced Janitor Opportunity Act, dated December 6, 2001, Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of the Labor Code (Act) is incorporated as part of this proposal and any resulting contract by reference. The Displaced Janitor Opportunity Act is available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By submitting a proposal to City, the Proposer acknowledges that the requirements of the Act are included as a part of the RFP, that Proposer has read and understood the meaning, intent and requirements of said Act, and that, if awarded the contract, Proposer will be expected to comply with the applicable provisions of the Act in initiating and performing work under this Contract.

X. ADDITIONAL INSURANCE. Contractor shall not begin any performance under this 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 December 18, 2017.

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 of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance to this Exhibit B, Scope of Work and/or performance of this Exhibit B, Scope of Work. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issues under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical

Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

Z. PRICING PAGE(S).

1. Pricing, City's Estimated Need. It is the intent of the City to award the RFP in total to a single contractor.

Unit prices shall be based on the unit of measure (u/m) as specified on the following pricing page(s). Any changes to the unit of measure made by a Proposer may be cause for the proposal to be rejected as non-responsive.

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2. Pricing Page

Calculation: * “Monthly Price” = “Estimated Monthly Visit Frequency” X “Unit Price”

Section 1: Gaslamp Square Park Public Restroom

Estimated Monthly Visit Frequency	U/M	Description	Unit Price	Monthly Price*
31	DAY	Gaslamp Square Park Public Restroom: Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ /Day	\$ /Month

Section 2: Extra Cleaning Work (Must Have Prior Written Pre-Authorization)

Estimated Monthly Frequency	U/M	Description	Unit Price	Monthly Price*
4	HR	Extra Cleaning Work requires written pre- authorization by the Technical Representative, or designee as specified in Exhibit B, Paragraph P.	\$ /Hour	\$ /Month

TOTAL MONTHLY PRICE (SECTIONS 1-2): \$ _____/Month

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 10th 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 (5th) 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 (5th) 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 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

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

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 in San Diego Municipal Code Chapter 2, Article 2, Division 42. 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. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code 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.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors be found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code 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.

EXHIBIT E

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.			
Subcontractor DIR Registration No.			

EXHIBIT F

PARK AND RECREATION DEPARTMENT

Janitor's Cleaning Checklist

Services: 24/7 Janitorial Maintenance Service at Gaslamp Square Park Comfort Station

Vendor:

Daily Tasks	Date:											
Daily Tasks: shall be performed continuously, on an as needed basis and in no circumstances on less than an hourly basis	Time:	Time:	Time:	Time:	Time:	Time:	Time:	Time:	Time:	Time:	Time:	Notes of issues:
Walls, Wall Partitions - washed/scrubbed, remove and prevent soil buildup, stains												
Floors, cracks, grout, floor seams - washed/scrubbed, remove and prevent soil buildup, stains, damp mop												
Toilet(s), Urinals - washed/scrubbed, remove and prevent soil buildup, stains												
Sink(s) - washed/scrubbed, remove and prevent soil buildup, stains												
Trash - empty trash receptacles, pick-up and dispose of liter, trash and foreign discarded or abandon objects found in the interior and exterior of the facility and walkway												
Outside Pedestrian Walkway - sweep exterior sidewalks and pedestrian access walkways												
Floor drains - maintain so they do not smell, disinfect weekly.												
Service Room/Booth - neat and clean at all times. Shelves/windows wiped or dusted clean												

Incident Reports - notify Technical Representative or designee within 24 hours of submitting a request to Station 38 for any plumbing stoppages, leaking faucets or electrical malfunctions or damaged partitions, urinals, toilets, etc.

EXHIBIT G

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
Safety Data Sheet (SDS) 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

EXHIBIT H

SAN DIEGO PARK AND RECREATION DEPARTMENT—RESTROOM CLEANING PROCEDURES

Directions: The following restroom cleaning procedures must be followed daily. Repeat any steps necessary to ensure cleanliness of restrooms throughout the day according to the needs of the specific restroom. NOTE: If the order of the cleaning procedures needs to be changed for a specific restroom, do what is necessary to get the job done. The list of approved chemicals appears in bold below.

Reminders: **Inspect areas before you begin each step to avoid accidental exposure to needles or sharps (behind toilets/urinals, inside toilet paper rolls, other hidden places).** **Prior to the use of any chemical: READ and FOLLOW THE CHEMICAL LABEL for specific instructions. Attached is the list if instructions for each chemical identified below.**

Chemical	Equipment	Activity
	Signs	1. SIGNS Before you start work, place sign at entrance to the restroom. Sign options include: Restroom Closed, Caution, Wet Out of Order.
	Face shield Rubber boots Rubber gloves (chemical resistant) Safety glasses Tyvek suit (optional)	2. PERSONAL PROTECTIVE EQUIPMENT (PPE) Put on proper safety attire based on the work that needs to be done. Read the labels <u>before</u> using any chemicals. Supervisors: conduct Safety Data Sheet (SDS) review for each chemical.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Dustpan Pickup Stick Scoop Shovel	3. BLOOD/BODILY FLUID/SOLID If bodily fluid/solid is found on floors, walls, ceilings: scrape it up or shovel it into toilets/urinals and flush; disinfect original location, tools, and PPE. Apply enough product to stay wet for 10 minutes. Do <u>not</u> dilute this product; it contains disinfectant that must be used full strength to kill viruses.
	Putty Knife Scoop Shovel Trash Can	4. STICKY SUBSTANCES Remove sticky substances from floors and walls with putty knife.
	Broom Dustpan Pickup Stick Scoop Shovel Trash Can	5. DEBRIS (a) Remove debris from <u>sinks</u> . (b) If debris is on the <u>walls or ceiling</u> , knock debris to the floor with broom. (c) Sweep <u>floors</u> ; and use a dust pan to collect debris and place it in a trash can.
	Crescent Wrench Garden Hose High-Pressure Nozzle Spill Kit Water Key Wet/Dry Vac	6. RESTROOMS REQUIRING HIGH PRESSURE CLEANING Connect hose to hose bib. Using high-pressure nozzle, hose down entire restroom interior. Make sure water goes into the sewer; do not allow water to go into the storm drains. Minimum PPE required: face shield, rubber boots, rubber gloves, safety glasses, Tyvek suit.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Plunger	7. PRESOAK TOILETS/URINALS, SINKS, SHOWERS, BABY CHANGING TABLES ACCORDING TO CHEMICAL LABEL The frequency of presoaking activities is dependent on need. (a) Clear <u>toilets/urinals</u> and flush. Spray cleaner/disinfectant/deodorizer in toilets/urinals to soak for 10 minutes. (b) Spray cleaner/disinfectant/deodorizer on <u>sinks</u> to soak for 10 minutes. (c) Apply cleaner/disinfectant/deodorizer to the <u>shower</u> floor to soak for 10 minutes. (d) Spray cleaner/disinfectant/deodorizer on <u>baby changing tables</u> to soak for 10 minutes.
Waxie Sparkle (glass cleaner)	Paper Towels Sponge Squeegee	8. MIRROR Clean mirror using glass cleaner.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Brush Rags (disposable) Sponge	9. SINK If presoaking is complete, clean sink basin and countertops with cleaner/disinfectant/deodorizer. Wipe dry.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Paper Towels Rags (disposable) Sponge Toilet Brush	10. TOILETS/URINALS—ROUTINE CLEANING Apply cleaner/disinfectant/deodorizer to rim of toilets/urinals. Using toilet brush, scrub entire toilet/urinal vigorously. Soak 10 min. Flush when cleaning process is complete. Wipe seat dry, or lift seat to air dry.
Waxie Husky 814 (cleaner/disinfectant/deodorizer) Waxie Gem (cleaner/deodorizer)	Rags (disposable) Scrub Brush Toilet Brush Note: Use chemical resistant gloves for Waxie Gem	11. TOILETS/URINALS—MORE EXTENSIVE CLEANING (e.g. heavily soiled, lime deposits, etc.) Do routine cleaning first to disinfect before using this aggressive cleaner. If additional cleaning is needed, once the area is dry from the routine cleaning, <u>then</u> apply aggressive cleaner (Waxie Gem) and soak. After soaking for 10 minutes, finish cleaning process (may require scrub brush). Wipe seat dry, or seat can be lifted up to air dry. CAUTION: ALLOW CLEANER/DISINFECTANT/DEODORIZER TO DRY (to ensure disinfectant does the job effectively) AND THEN APPLY WAXIE GEM.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	None	12. DISINFECT EQUIPMENT Disinfect any equipment used for cleaning toilets/urinals by cleaning with cleaner/disinfectant/deodorizer and allow 10 minutes soak time and dry before putting away.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Rags (disposable) Sponge	13. DOORS, DOOR HANDLES, HAND RAILS, PARTITIONS, WALLS Clean doors, door handles, hand rails and partitions with cleaner/disinfectant/deodorizer. Apply enough product to stay wet for 10 minutes. Wipe dry. Clean walls with cleaner/disinfectant/deodorizer if

SAN DIEGO PARK & RECREATION DEPARTMENT–RESTROOM CLEANING PROCEDURES

		needed. Apply enough product to stay wet for 10 minutes.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Paper Towels Rags (disposable) Sponge	14. BABY CHANGING TABLES–ROUTINE CLEANING If presoaking is complete, apply cleaner/disinfectant/deodorizer on all surfaces of table. Let soak for 10 minutes. Wipe dry or air dry.
(a) & (c) Waxie Husky 814 (cleaner/disinfectant/deodorizer) (b) Waxie Gem (cleaner/deodorizer)	Brush Bucket/Mop Sponge Note: Use chemical resistant gloves for Waxie Gem	15. SHOWER (a) Once presoaking is complete (minimum 10 min.), scrub the shower floor and walls with cleaner/disinfectant/deodorizer and rinse into drain. (b) If extra cleaning attention is needed, use a more aggressive cleaner (Waxie Gem). (c) If the shower has <u>curtains</u> , spray with cleaner/disinfectant/deodorizer and rinse with water.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	None	16. PRESOAK FLOOR AREA IMMEDIATELY AROUND TOILETS/URINALS ACCORDING TO CHEMICAL LABEL Spray cleaner/disinfectant/deodorizer around the base of the toilet/urinals to soak for 10 minutes. Do <u>not</u> dilute this product; it contains disinfectant that must be used full strength to kill viruses.
Waxie Lan-o-tone (almond) (recommended hand soap or use dispenser-specific hand soap)	Dispenser Keys Paper Towels Sanitary Napkins Toilet Paper Toilet Seat Covers	17. REFILL SUPPLIES Replace/refill toilet paper, paper towels, toilet seat covers, and sanitary napkins. Refill soap dispensers if less than ¼ full. NOTE: All restrooms must be stocked with hand soap at all times. Broken/missing dispensers must be replaced immediately (keep extra stock of metal dispensers).
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Sanitary Trash Can Spill Kit Trash Can Liners Wet/Dry Vacuum	18. TRASH CAN Empty trash cans, including sanitary trash cans. Follow the Blood/Bodily Fluid Procedures if needed. Once a day, take the trash can outside and hose out if needed. Send rinse water into the landscape. Spray with cleaner/disinfectant/deodorizer and let soak for 10 minutes prior to hosing if needed. Once dry, change trash can liner.
Waxie Green (for painted or unpainted surfaces)	Brush Latex Paint Paint Pan Paper Towels Rags (disposable) Roller	19. GRAFFITI According to Division procedures and the type of surface, if graffiti is present, paint over the graffiti or remove with graffiti remover. If graffiti remover is used: spray, allow it to soak, then wipe clean. If the graffiti remover is ineffective on porous surface the recommendation is to paint.
	Bucket/Mop Floor Brush Squeegee	20. FLOOR–ROUTINE CLEANING If presoaking is complete (per #16), wet mop the entire floor with water only. Squeegee excess water into floor drains, then dry mop or air dry. For concrete surfaces, okay to use floor brush instead of mop.
Waxie Balance (cleaner/deodorizer)	Absorbent Material Brush Bucket/Mop Spill Kit Squeegee Wet/Dry Vac	21. FLOOR–MORE EXTENSIVE CLEANING If presoaking is complete (per #16), wet mop the entire floor with aggressive cleaner/deodorizer using 2 ounces of product per gallon of water. It may be necessary to also scrub the floor with a brush. Make sure water does not go into outdoor storm drains (use absorbent material if necessary). Squeegee excess water into floor drains, then dry mop or air dry.
Waxie Spring Mint Plus Liquid Enzymes (enzymatic cleaner/deodorizer)	None	22. DRAINS Clean debris from floor drain. Apply enzymatic cleaner/deodorizer to floor drains and sink drains. Enzyme product must sit in drains for 6-8 hours; use only at end of day. In the morning, run water to rinse the product down the drain. Recommendation: use the enzyme product at least once a week. Do NOT mix enzymes with disinfectants.
Waxie Husky 814 (cleaner/disinfectant/deodorizer)	Absorbent Material Broom/dustpan Bucket/Mop Scoop/Shovel Spill Kit Trash Can Wet/Dry Vac	23. RESTROOM EXTERIOR If human waste is found outside of the restroom, follow the Storm Water Pollution Prevention Program BMP for Removal of Human Waste. Disinfect all tools used for cleanup. BMPs can be found in the “Storm Water BMP Annual Review” Tailgate.
	Isolyser Pickup Stick Sharps Shuttle	24. SHARPS If needles or sharps are found during any part of the cleaning process, place in sharps shuttle, and follow Division procedures for disposal (ex., dispose of in isolyser). Disposal procedures can be found in the Department’s “Blood and Bodily Fluids/Solids Management and Disposal Safety Procedures” Tailgate.
Waxie Lan-o-tone (almond) (recommended hand soap or use dispenser-specific hand soap)	Note: Carry soap if hand soap is not available in the restroom	25. HAND WASHING Wash gloves before removing. Wash hands with soap and water any time you remove your gloves, AND when you finish cleaning the restroom. Follow the “Hand Hygiene” Tailgate procedures.
	Forms: (a) Blood/Bodily Fluid Contact Report (b) Facility Safety Inspection	26. PAPERWORK (a) Complete Blood/Bodily Fluid Report for Risk Management if needed. (b) Report any graffiti or broken fixtures (toilets/urinals, sinks, doors, lights, fixtures, etc.) according to Division procedures.

Questions, Comments, and Answers 10089550-20-L

Question 1: Who is the current Contractor?

Answer 1: The current Contractor is T and T Janitorial, Inc.

Question 2: What is the current contract price??

Answer 2: \$436.66 per day.

Question 3: Can a copy of current PO be provided?

Answer 3: Please see “Attachment – Addendum A, RFP 10089550-20-L”, Order No. 4000053389 at the end of this “Questions, Comments, and Answers”.

Question 4:

- 1) Who is the current Contractor?
- 2) What is the current contract price?
- 3) Is there a security guard on-site?
- 4) Is there parking space available for the Contractor employees, or does the Contractor must pay for parking?
- 5) If there is no security on-site, what is the protocol the Contractor has to follow when people refuse to go to the restroom alone or if the Contractor encounters illegal activity happening inside the restrooms?
- 6) Could you provide the posted rules for use of the restroom that the Contractor must enforce?
- 7) Is the Contractor required to stay inside the booth located next to the restrooms when restrooms are not being cleaned?

Answer 4:

- 1) T and T Janitorial, Inc.
- 2) \$436.66 per day.
- 3) No.
- 4) There is not a parking spot. There is a parking structure down the street or on street metered parking.
- 5) If the Contractor has any issues with patrons or illicit activity they are to contact San Diego Police Department immediately and complete an incident report.
- 6) The rules are as follows:
 - *No more than one person in either restroom at any time. (Parents with children excepted.)
 - *Restrooms are not to be occupied longer than 15 minutes.
 - *No bags or personal belongings are to be brought into the restroom.
- 7) The Contractor is required to be onsite to monitor usage and clean restroom/frontage as necessary at all times.

Question 5: When can bidders expect to receive answers to questions submitted?

Questions, Comments, and Answers
10089550-20-L

Answer 5: Questions have been answered as part of this Addendum A.

Question 6: Will the City be providing the locations current usage for consumable products? On page 6 item 5 it is stated that the City provides current usage approximations, but it is not found in the RFP.

Answer 6: The current usage of the site is about 200-300 patrons per day.

Question 7: Who is the current contract holder, or is the service being performed by City employees?

Answer 7: T and T Janitorial, Inc.

ATTACHMENT - ADDENDUM A
RFP 10089550-20-L



ORDER NO. 4000053389

Issued on Monday, August 5, 2019 PDT
 Created on Monday, August 5, 2019 PDT by Krishna Mabulay

SUPPLIER:

T and T Janitorial
 PO Box 261401
 San Diego, CA 92196-1401
 United States

TOTAL AMOUNT
\$159,380.90 USD

SHIP TO:

P & R COMMUNITY PARKS 1 DIVISION
 2125 PARK BLVD, 4TH FLOOR
 San Diego, CA 92101-4753
 United States

BILL TO:

Community Parks I
 2125 PARK BLVD, MS-32, 4TH FL
 San Diego, 92101
 United States

ATTENTION OF:

Tyler Canales
 Asset Class:

Payment Terms:

Requester: Krishna Mabulay
 PR No.: PR77365
 Contract ID: C344

LINE ITEM DETAILS (1 LINE ITEM)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED-BY DATE	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	AMOUNT
1	Gaslamp Square Public Restroom Janitorial and...	Gaslamp Square Public Restroom	365 day	Monday, August 5, 2019 PDT	\$436.66 USD		\$159,380.90 USD		\$0.00 USD	\$159,380.90 USD

Full Description: Gaslamp Square Public Restroom Janitorial and Attendant Services

TAX CODE	TAXES	RATE	TAX AMOUNT	AMOUNT
I0	City of San Diego Non Taxable	0.0%	\$0.00 USD	\$0.00 USD

Req. Line No.: 1

TOTAL AMOUNT
\$159,380.90 USD

COMMENTS

- KRISHNA MABULAY, 08/05/2019:
Janitorial service and attendant staffing 24/7 days a week, including Holidays at Gaslamp Square Public Restroom per Contract# 460003205. Services from July 1, 2019 – June 30, 2020.

Department Contact: Tyler Canales (619)235-5294

Please send invoices to:

Email: KMabulay@sandiego.gov or

Mail: Community Parks I Division

2125 Park Boulevard 4th Floor

San Diego Ca, 92101 (Krishna Mabulay, Monday, August 5, 2019 PDT)

TERMS AND CONDITIONS OF PURCHASE

COSD Purchase Order Terms and conditions

LEGAL TERMS AND CONDITIONS OF PURCHASE

<https://www.sandiego.gov/purchasing/vendor>